

## Accuvista Limited - Terms and Conditions

This Agreement governs the provision of certain marketing and internet development services as defined in Clause 1 below. Submission of an order by the Customer confirms that these Terms and Conditions have been read and constitutes acceptance of these Terms and Conditions by the Customer.

### 1. Definitions used in this Agreement

**"Agreement"** This document, containing the Terms and Conditions governing the relationship between the Company and the Customer for the provision of the Services.

**"Company"** Accuvista Limited, company number 4643797, of Upton House, 62 Tinwell Road, Stamford, Lincolnshire, PE9 2SD, provider of the Services as provided under this Agreement.

**"Customer"** The user of the Services as provided under this Agreement.

**"Services"** The supply of marketing, internet development and any other services as may be agreed from time to time.

### 2. Commencement and duration of this Agreement

2.1. By submitting an order to the Company the Customer is offering to use the Services. The Company is not obliged to supply the Services to the Customer until it has confirmed acceptance of the Customer's order and this shall be when the contract is made.

2.2. The Company will provide the Services to the Customer as agreed between the parties and upon payment of the correct fees in accordance with Clause 4, unless terminated earlier by either party in accordance with Clause 8.

2.3. The Customer warrants that they have the authority to enter into this Agreement with the Company.

### 3. Provision of Services

3.1. The Company will provide the Services to the Customer with reasonable skill and care and in accordance with the provisions of this Agreement.

3.2. The location, timing, frequency and delivery of the Services will be as agreed between the parties.

3.3. The Customer understands and acknowledges that due to the nature of the internet and software Customer web sites may be unavailable from time to time. The Company agrees that it will use its reasonable endeavours where such unavailability is under its control to reinstate the service as quickly as possible. Such unavailability shall not constitute a material breach of this Agreement.

3.4. The Customer accepts and acknowledges that internet applications cannot be guaranteed to be secure and the Company does not guarantee the

detection or prevention of any unauthorised attempts to access Customer web sites.

3.5. The Company shall not be responsible for the quality of the Customer's internet access service, nor any faults related to it.

### 4. Fees

4.1. The Customer agrees to pay the appropriate charges to the Company for the Services as agreed from time to time.

4.2. Payment terms are 30 days net from submission of invoice to the Customer.

4.3. Where an initial deposit has been agreed, full payment must be received in cleared funds at the Company's bank before provision of the Services.

### 5. Web Site Content

5.1. Where the Customer may add or alter content on a Customer web site through a password protected administration zone provided by the Company, the Customer must ensure that their password is kept confidential and only used by appropriately authorised Customer employees. The Customer must inform the Company immediately if it knows or suspects that its access details have been disclosed to an unauthorised user or are being used in an unauthorised way, in which case the Company will arrange to change the password.

5.2. Where the Customer or members of the public are enabled to add content, whether in text graphical photographic audio video or any other format, to web sites developed by the Company on behalf of the Customer, the Customer undertakes not to allow the inclusion of any material that may be defamatory, libellous, obscene, pornographic or seditious.

5.3. If necessary, the Customer and the Company agree to work together to remove promptly any such offending content from the web sites.

5.4. The Customer agrees to use the Services for lawful purposes only.

5.5. The Customer agrees to indemnify the Company on a full indemnity basis for any losses, expenses or other costs incurred by the Company (including legal fees) that result from any breach of clauses 5.1, 5.2, 5.3 or 5.4 above by the Customer.

## **6. Intellectual Property Rights**

- 6.1. The Intellectual Property Rights in the Services and Accuvista business including the name, logo, concepts, ideas, know-how, processes, architecture, design templates and software are and shall remain the property of the Company.
- 6.2. The Intellectual Property Rights in any technical skills, techniques, code or routines developed by the Company whilst providing the Services shall remain the property of the Company.

## **7. Limitation of Liability**

- 7.1. Neither party shall be liable to the other for any claims for indirect or consequential losses whether arising from negligence or otherwise.
- 7.2. The Company excludes all liability for loss of turnover, sales, revenue, profits or indirect, consequential or special loss arising from provision of the Services.
- 7.3. Where the Customer or members of the public are enabled to add content, whether in text graphical photographic audio video or any other format, to web sites developed by the Company on behalf of the Customer, the Company will accept no liability under any circumstances for the inclusion of any material that may be defamatory, libellous, obscene, pornographic or seditious.
- 7.4. In no event shall the Company's liability exceed the price paid by the Customer for the Services connected with any claim.
- 7.5. The parties agree that these terms and conditions represent the entire Agreement between the parties relating to the sale and purchase of the Services and that no statement or representations made by either party have been relied upon by the other in agreeing to enter this Agreement.

## **8. Cancellation, Suspension and Termination of this Agreement**

- 8.1. Either party may terminate this Agreement or the Services provided under it immediately, without notice, if the other commits a material breach of this Agreement and, where such breach is capable of remedy, fails to remedy the breach within 14 days of a written notice to do so.
- 8.2. The Company may immediately suspend or terminate this Agreement or suspend the provision of the Services in the event that:
  - 8.2.1. it is directed by any competent authority to cease the provision of the Services or any part of it;
  - 8.2.2. the Customer fails to pay the fees as required by Clause 4;

- 8.2.3. the Customer uses the Services in breach of Clause 5 of this Agreement.

## **9. Force Majeure**

Neither party will be liable to the other for any failure to deliver the Services, or for any breach of this Agreement, where such failure or breach is due to a cause outside the reasonable control of such party, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation, or national or local emergency.

## **10. General Provisions**

- 10.1. The Company reserves the right to update and change the terms of this Agreement (including the fees), at any time.
- 10.2. Notices given under this Agreement must be in writing and should be delivered to the Company at the Company's address shown above, and to the Customer at the address originally submitted by the Customer, or any updated address that may have been supplied to the Company.
- 10.3. The Company may assign, sub-contract or otherwise deal with its rights or obligations under this Agreement without giving prior notice.
- 10.4. If any part, term or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remainder of this Agreement will not be affected.
- 10.5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not a party to this Agreement.

## **11. Registered Office**

The Company's registered office is situated at Rutland House, Minerva Business Park, Lynch Wood, Peterborough, PE2 6PZ. Registration No: 4643797.

## **12. Law**

This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

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