

OUR TERMS AND CONDITIONS

Please read these Terms and Conditions carefully as they will form a contract between us and you; Your acceptance of which is agreed from the moment you sign our Website Agreement, Hosting Agreement or Support Agreement.

We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us.

Terminology:

You ('the Client')

Us (Nation Digital, and hereinafter referred to as 'the Company')

The Project (the body of work that is being undertaken, consisting of several connected parts, such as consultation, graphic design, website development and/or hosting.)

What do both parties agree to?

1. The Client agrees to:

- i. Provide the Company, with the content and copy that is requested from you (text, images, contact details and any other information required) prior to the project commence date on the signed agreement.
- ii. Failure to do so may result in a delay of project completion, whereby the Company is not responsible for any resulting damages or loss of earnings.
- iii. Provide the Company with the required content in the formats stated below (see photographs and images).
- iv. Review the Company's work, provide feedback, and signoff approval within 5 days of the website review meeting as stated on the agreement.
- v. Adhere to the payment schedule laid out on the signed order form, or agreed separately for bespoke work.
- vi. Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as 'confidential' in the subject of the email, or clearly on any written documents.
- vii. Provide a minimum of 28days notice in writing, or by email should you wish to cancel any contract.
- viii. Once work has commenced the contract will be non-cancellable.

2. The Company agrees to:

- i. Carry out services in a professional and timely manner.
- ii. Make every effort to adhere to any deadlines agreed between us and you.
- iii. Make a reasonable number of revisions to the design, layout, colours etc. until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
- iv. Endeavour to complete requested website revisions or updates within 72hours, wherever possible. Revision entitlement per month is dependent on your support package.

- v. Maintain up to date skills and knowledge through regular training and research.

3. Website Development:

- i. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones (smartphones) and tablets. However, the Company cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendor.
- ii. The Company cannot guarantee compatibility in old or redundant browser software.

4. Payments and Contract Lengths:

- i. All payment schedules can be found on your order form. The company has the right to charge the client up to 85% of the total web development costs, should the client cancel the website agreement after the design concepts have been agreed but prior to the website going live.
- ii. Once the site goes live any early cancellation of your maintenance order during the first 12 months will be deemed a break in contract. In this case you would be liable for the balance of the contract to be paid with immediate effect.
- iii. Underpayments or missed payments, shall be backdated to the point at which the underpayment or missed payment was discovered and the Client shall be responsible for bringing their account up to date within a reasonable period of time.
- iv. Contract lengths are 12 months unless cancellation has been received in writing prior to work commencing.

5. Content Management Systems:

- i. All packages will be developed using a Content Management System (CMS).
- ii. In order to maintain compatibility between clients the company use the WordPress Platform as our CMS of choice. However some E-commerce stores use different management systems such as Prestashop, depending on the scale and complexity of the Project. This will be specified in your agreement.
- iii. However, in some instances, the company may build a bespoke solution, depending on the exact requirements of the Project.
- iv. Any associated or additional fees, such as installation, setup, testing and introductory training pertaining to Content Management Systems or E-commerce Management Systems are covered within your chosen package.

6. Photographs & Images:

- i. Any images or photographs that you supply should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution that will allow them to be resized and used on screen. Traditional paper photographs requiring scanning are

acceptable, however, there may be additional costs incurred due to time spent scanning and retouching the images.

- ii. Any images that the company are asked to obtain from third party photographers or stock photography will be charged as an additional cost.
- iii. The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in their website, or other design, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the Company and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.
- iv. Evidence of ownership or permissions may be requested by the Company.

7. The Copyright:

- i. After the initial 12 month period, copyright is automatically assigned as follows:
- ii. The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bytes, that you may have sent to us to use in connection with the project.
- iii. The company will maintain copies of all the files used in connection with your project and if you require a copy of all the files used in connection with your project, then this will be supplied on request. Copies of the website files are maintained by us for a reasonable time (minimum one year), and if you are hosting with us, then files are maintained both locally and on external servers.
- iv. The copyright to the markup, CSS files, other code that may have been used by us for you, or certain images that the company may have supplied to or for you are licensed to you in connection with this web design project, and will be licensed solely to the domain name on which the website files reside. If you own the domain name, then you own the copyright.
- v. At the bottom of the website page(s) it will say Copyright and the name of your business or company. The company do however reserve the right as the Company responsible for the design and/or development to place a small and unobtrusive link at the bottom of your website, thereby not hindering or distracting from your own website design.
- vi. As the design company the company also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other web sites, in magazine or e-zine articles, books, written or digital publications of any design and source.

8. Hosting:

- i. To ensure superior levels of reliability and performance, all our clients websites are hosted on a high speed, state of the art managed dedicated server which utilizes a guaranteed minimum uptime service availability level of 99.95%. Details of the exact specification of our servers are freely available to all our clients and will be given upon request.

9. Liability:

- i. The company will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on time, at any stage.

10. Confidentiality:

- i. The Company adheres to all national and EU data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner.

11. General:

- i. A website will not launch until full payment has been made, unless special agreement has been reached in advance.
- ii. Additional costs for extra features and/or additional design costs, not covered by our standard packages, will be agreed and invoiced before the website goes live.
- iii. A £49+Vat admin fee is payable for switching the client to another hosting provider
- iv. Hosting only clients, will be charged at our normal hourly rate for any further changes or updates to their website.
- v. There may be an additional fee for any design changes requested after the initial agreed design has been signed off.
- vi. The Company is not responsible for writing or inputting any text copy unless this has been specified by the client.
- vii. If you are hosting the website elsewhere, the Company cannot guarantee that the website is fully compatible with all hosting provider's server operating systems.
- viii. If the website is to be hosted by a 3rd party, then you will still pay the same monthly fee as agreed.
- ix. The company do not offer any technical support for any other web site hosting company that you may choose (if you elect not to host the website with us).
- x. The company cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore the company will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.
- xi. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. You cannot transfer this contract to anyone else without our consent or permission.
- xii. The contract will continue on a rolling monthly basis (beyond the minimum term of 12 months) until 28 days' notice is given in writing.

- xiii. Although the company have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of Welsh & English Laws and Courts.

12. Changes to these terms and conditions:

- i. Nation Digital Ltd reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid. These Terms and Conditions will always be available on request.

13. Improper use / unlawful use

- i. The websites produced by Nation Digital Ltd may only be used for lawful purposes. You agree to indemnify Nation Digital Ltd and hold us innocent from any and all claims resulting in unlawful use of your website.

14. Force Majeure

- i. Nation Digital Ltd shall not be held liable for failure to perform our obligations under this agreement due to act of God, war, civil war, sabotage, act of terrorism, government sanction, embargo, import regulation, export regulation, labour disputes (including strikes, lockouts, boycotts, or other industrial action), failure in the transportation of equipment, machinery or personnel, failure in the provision of any utility (including power, gas, water or communication services), or any event or circumstances beyond reasonable control.

15. Site Maintenance

- i. Maintenance Services – Nation Digital Ltd agrees to provide Customer with Maintenance Services as described in the Agreement. Maintenance Services include:
- Updates to text, images, and other minor changes to Customer's website pages.
 - Upgrades to Customer's content management system, including plugins and themes.
 - Recovery of files or email from backups, if available.
- ii. Fees – Customer agrees to pay Nation Digital Ltd any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any Maintenance Services
- iii. Customer Responsibilities – For the purposes of providing these services, Customer agrees:
- a. To provide Nation Digital Ltd with access to its web sites for creating new pages, and making changes for the purpose of providing Maintenance Services.

- b. To properly convey to Nation Digital Ltd the information that needs to be changed or added.
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- iv. Indemnification – Customer shall indemnify and hold Nation Digital Ltd (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Nation Digital Ltd as a result of any claim, judgment, or adjudication against Nation Digital Ltd related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Customer to Nation Digital Ltd (the "Customer Content"), or (b) a claim that Nation Digital Ltd use of the Customer Content infringes the intellectual property rights of a third party.
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- v. Customer Representations – Customer makes the following representations and warranties for the benefit of Nation Digital
 - a. Customer represents to Nation Digital Ltd and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Nation Digital Ltd are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Nation Digital Ltd and its subcontractors from any claim or suit arising from the use of such elements furnished by Customer.
 - b. Customer guarantees to Nation Digital Ltd and unconditionally guarantees that Customer's website has not been compromised, hacked, or otherwise defaced or infected prior to ordering Maintenance Services.
 - c. Customer guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Nation Digital Ltd for inclusion on the website above are owned by Customer, or that Customer has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Nation Digital Ltd and its subcontractors from any liability or suit arising from the use of such elements.
 - d. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Customer agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Nation Digital Ltd and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Customer's exercise of Internet electronic commerce.

