

ImageTrade & Webbuilt4U Terms & Conditions

1. **Payment / Credit.** If your account is not paid in full at any time, we reserve the right to take down the website and email until such time as payment has been received in full. Deposits or payments are not refundable once design work has commenced.
2. **Variations.** The work to be done by us is as described in the documentation attached to this Agreement. We reserve the right to charge additional fees to implement any changes to this Work
3. **Hosting.** Only one website may be hosted on your account. You may not resell this or re-allocate all or part of your or this space to another party.
4. **Material.** You will deliver to us all material that you want to be incorporated into the site in electronic format within 2 weeks hereof ; you warrant to us that you own all copyright and other intellectual property in it or that you have appropriate licenses for it to be incorporated in the website and you agree to indemnify, defend, save and hold us harmless from any and all demands, liabilities, costs, claims including reasonable legal fees asserted against us , our agents, customers, officers or employees that may arise or result from any breach of such warranty
5. **Content. You and the registrant of any site, not we,** are responsible for the content, accuracy, legality (according to any legal jurisdiction where the site may be viewed) and morality (according to the customs of any person by whom the site might be viewed) of your site. We reserve the right to remove any content that we consider to be illegal, immoral, offensive or contrary to copyright laws or where we have received a complaint from an official body.
6. **Browsers.** The site will be designed to work in Internet Explorer – We do not guarantee that the site will look identical or attractive in other browsers or any future browser versions of IE or any other browser.
7. **Intellectual Property Rights.** Material sourced by us for your site will be obtained only for the purpose of incorporating it into your site and not for any other purpose. You agree not to seek to use it for such other purpose. We grant to you a permanent non-exclusive licence in material created by us for your site but only for use with that site
8. **Availability and excess use policy.** We host sites on shared servers. We do not guarantee service level agreements and occasional down-time may occur on either the website or email. If your website traffic should build to a level where we feel that it is affecting the server's performance or affecting other websites then we reserve the right to withdraw the site. We will of course aid you in sourcing an alternative hosting platform although no refund will be given.
9. **Service modification.** Should we need to switch hosts then you may experience down-time. We will keep this to a minimum until we can reload your server onto a new server.
10. **Back up of data.** You agree to keep a local copy of your site as we cannot be held responsible for your data.
11. **Domain names**
 - a) We reserve the right to consider all requests for domain names and accept or reject them in accordance with our view of the guidelines set by the relevant domain registration body
 - b) Upon acceptance and receipt of full payment, we will submit names for registration and make full registration if the domain name is available.
 - c) The domain name will be held for 12 months and you will have the right to renew this domain name after this time on a 12 monthly basis.
 - d) We will not issue refunds once a registration request has been completed.
 - e) We cannot guarantee that a domain name has been registered until we receive confirmation of the registration process.
 - f) We may cancel or suspend a domain name registration if we believe that completing the registration puts us in conflict with guidelines issued by the relevant body or where we believe that there may be conflicts of rights to a particular domain name.
 - g) We do not accept any responsibility for the use of registered domain names especially where there may be conflict of rights over ownership.
 - h) We do all we can to ensure that the registrants details are submitted correctly during the registration but cannot be held responsible for any errors or loss of profit suffered by you, the registrant or any party linked to the registrant.
 - i) You and the (prospective) registrant warrant to us that all details as to the registrant submitted to us are true and correct, that any alterations made are also true and correct and that the registrant consents to be registered and accepts that information on him and his ownership of the domain name is made public.
 - j) We reserve the right to alter our terms or rates in line with those of domain registrars and hosts
 - k) The website or email may at times become unavailable (due to technical issues at our hosting company or with the internet) and we cannot be held responsible for this and by signing this agreement you agree not to pursue any claim against us.
 - l) We cannot guarantee a particular position within a specific search engine for our marketing service. We will use our reasonable endeavours to set the website pages up to produce a reasonable improvement on current search engine positions (assuming the pages were not optimized correctly in the first instance).
12. **Promotion.** We shall be entitled to make reference to our relationship with you in our publicity material. You shall allow us after completing the Work to permanently insert into our own website a link to your Website from our own website. You shall allow us to permanently insert into the source code comments our name, author's name, URL, and contact telephone number(s).

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

14. Limitation of Liability

a. All implied terms, conditions or other legal provisions are hereby excluded to the extent allowed by law

b. We shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement the development of the Website, the Website itself any software (including any bespoke software) its use application support or otherwise except to the extent to which it is unlawful to exclude such liability

c. Notwithstanding the generality of the above, we expressly exclude liability for

i. indirect, financial or consequential loss

ii. loss of profit, business, revenue, goodwill or anticipated savings

iii. damage or corruption to other software or data

iv. damages whether direct indirect compensatory consequential exemplary special incidental or punitive

d. In the event that any exclusion contained in this Agreement shall be held invalid for any reason and we become liable for loss or damage that it might otherwise have been lawful to limit, you agree that our liability for breach of this Agreement or other liability of us to you shall be limited to the total value of this Agreement

e. Notwithstanding the above, neither party shall exclude or limit its liability to the other for death or personal injury caused by negligence

f. We agree that the above exclusions and limitations of liability are reasonable, reflect the respective financial positions of the parties and that the price for our work reflects the position on liability.

15. **Assignment.** Either of us may assign the benefit (together with the burden) of this Agreement without seeking permission. The assignor shall notify the other party of the assignment and give details of the assignee as soon as possible thereafter

16. **Cancellation.** We reserve the right to cease hosting services, giving you 30 days notice. Upon such termination, no refunds will be given as payment is made monthly. No refunds will be made should you breach any of these terms and conditions. You may cancel your hosting service with us by giving us 30 days notice in writing. No refunds will be issued for initial design, registration or other charges.

17. **Entire Agreement.** This Agreement shall constitute the entire agreement and understanding between the parties in respect of all matters which are referred to herein. Any previous or separate Agreements undertakings and obligations between the parties are hereby abrogated.

18. **Representations.** All representations, warranties or other assurances made by or on behalf of us to you other than as set out in this Agreement do not form part of this Agreement nor shall they legally be enforceable or actionable.

19. **Jurisdiction.** These terms shall be governed and construed under the laws of England. Both we and you both submit to the exclusive jurisdiction of the English Courts.