

## 1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;
- 1.2. "Client" means the organisation or person who purchases services from Archimedesign;
- 1.3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4. "Service Specification" means a statement of work, quotation or other similar document describing the services to be provided by Archimedesign;
- 1.5. "Archimedesign" means supplier.
- 1.6. A person who is not a party to a Contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any Term of these Terms and Conditions.

## 2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of services by Archimedesign to the Client.
- 2.2. Before the commencement of the services Archimedesign shall submit to the Client a Service Specification which shall specify the services to be performed and the fees payable. The Client shall notify Archimedesign immediately if the Client does not agree with the contents of the Service Specification. All Service Specifications shall be subject to these Terms and Conditions.
- 2.3. Archimedesign shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.
- 2.4. The Service Specification and Order forms are primarily Contracts, intended to create legal relations between the Parties, namely the Client and Archimedesign, in order to legally bind the Parties for the duration of the project. Resolution of any subsequent disagreement will thus be referable to these Terms and Conditions.
- 2.5. It is not necessary for the Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote and signs the Service Specification, then the Client will be deemed to have satisfied themselves as to the applicable terms and to have accepted these Terms and Conditions in full.
- 2.6. Please read these Terms and Conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

## 3. FEES AND PAYMENT

- 3.1. The fees for the performance of the services are as set out in the CLIENT PURCHASE ORDER. Archimedesign shall invoice the Client for the services. In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the services are rendered.

- 3.2. Invoiced amounts shall be due and payable within 7 days of receipt of invoice. Archimedesign shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5% per annum above the base rate of the Bank of Scotland.
- 3.3. Archimedesign charges full fees upfront on all projects as standard operating procedure, save for instances where expressly arranged otherwise at time of purchase by mutual consent. Agreement on Split payments, or in other words, payments in phases, is categorically only allowed via formal documents bearing the Client's signature and not by phone or email communication with a member of staff. Any change or variation to existing split payment agreements, must also be executed by formal document bearing the Client's signature and submitted to Archimedesign in order to take effect.
- 3.4. Archimedesign reserves the right to suspend / cancel your services if your account is not cleared within 7 working days of sign up. If you are a private individual with more than one project, Archimedesign reserves the right to suspend any / all services until the account is settled.
- 3.5. In cases where the client has agreed for split payments (or in other words payments tied to phased delivery), the client understands that they are liable to pay full value of the project and split payments are not an indication of decrease in the client's liability.

#### 4. CLIENT'S OBLIGATIONS

- 4.1. To enable Archimedesign to perform its obligations under this Agreement the Client shall:
  - 4.1.1. co-operate and provide prompt responses to request for feedback, content, necessary access codes (such as Google analytics, ebay, amazon, payment gateway) and other information that may be required in order to complete the project;
  - 4.1.2. Appoint a Project Coordinator and make him available to co-ordinate with the Archimedesign support team.
  - 4.1.3. obtain all necessary permissions and consents which may be required before the commencement of the services; and
  - 4.1.4. comply with such other requirements as may be set out in the Service Specification or otherwise agreed between the parties.
  - 4.1.5. Client confirms that instructions issued by project coordinator will be presumed to be final and official instructions.
  - 4.1.6. Provide all instructions, feedback in written format via emails or by logging onto Archimedesign CRM if available for use.
  - 4.1.7. When requested for feedback, client to review the project in totality, and provide feedback in one long document.
- 4.2. The Client shall be liable to compensate Archimedesign for any expenses incurred by Archimedesign as a result of the Client's failure to comply with Clause 4.1.
- 4.3. Without prejudice to any other rights to which Archimedesign may be entitled, in the event that the Client prematurely terminates or cancels the services

agreed to in the CLIENT PURCHASE ORDER, the Client shall be liable to pay Archimedesign the full value of the contract. In instances where the client has paid in advance for the services, the client acknowledges no refunds will be awarded.

- 4.4. In the event that the Client or any third party, not being a subcontractor of the Archimedesign, shall omit or commit anything which prevents or delays Archimedesign from undertaking or complying with any of its obligations under this Agreement, then the Archimedesign shall notify the Client as soon as possible and:
  - 4.4.1. Archimedesign shall have no liability in respect of any delay to the completion of any project;
  - 4.4.2. if applicable, the timetable for the project will be modified accordingly;
  - 4.4.3. Archimedesign shall notify the Client at the same time if it intends to make any claim for additional costs.

## 5. ALTERATIONS TO THE SERVICE SPECIFICATION

- 5.1. The parties may at any time mutually agree upon and execute new Service Specifications. Any alterations in the scope of services to be provided under this Agreement shall be set out in the Service Specification, which shall reflect the changed services and fees and any other terms agreed between the parties.
- 5.2. The Client may at any time request alterations to the Service Specification by notice in writing to Archimedesign. On receipt of the request for alterations Archimedesign shall, within 5 working days or such other period as may be agreed between the parties, advise the Client by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 5.3. Where Archimedesign gives written notice to the Client agreeing to perform any alterations on terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise Archimedesign by notice in writing whether or not it wishes the alterations to proceed.
- 5.4. Where Archimedesign gives written notice to the Client agreeing to perform alterations on terms different to those already agreed between the parties, and the Client confirms in writing that it wishes the alterations to proceed on those terms, the Service Specification shall be amended to reflect such alterations and thereafter Archimedesign shall perform this Agreement upon the basis of such amended terms.

## 6. REGISTRATION OF DOMAIN NAME

- 6.1. The client agrees that all domain names carry a minimum of twenty-four months contractual bond on payment of fees, agreed by both parties.
- 6.2. The client agrees that all domain names are registered under the property of Archimedesign until all contractual fees have been paid in full.

- 6.3. The client acknowledges that the registration of the domain name will be dependent on the terms and conditions of various naming authorities/registration agents.
- 6.4. The client agrees that Archimedesign are not held accountable for errors made on the part of the naming authorities/registration agents.
- 6.5. The client acknowledges that s(he) cannot cancel any domain names once registered. On completion of payment, ownership of the domain names will be granted to the client.
- 6.6. The client understands that on completion of the contract, there is a pointing fee paid annually. If this fee, or any other fees are not received by Archimedesign, the client understands that they have a 72 hour deadline before the deletion of the domain name.
- 6.7. Should the domain name become ineffective, the client agrees that Archimedesign shall not be held responsible for the registration. However, in the event of the domain name becoming unavailable during the registration and authorisation period, Archimedesign will propose a new domain name for registration. The new domain name will not affect the present contractual agreements made and the client agrees that s(he) is still subject to the same fees and charges.
- 6.8. The client understands that Archimedesign has the right to cancel/suspend any domain names in the event of any legal issues or disputes.
- 6.9. We in Archimedesign take utmost care and are committed to customer satisfaction. However, there will be moments when there might be an issue with service or support. In case if a customer faces such an issue, they are free to report us at [info@archimedesign.co.uk](mailto:info@archimedesign.co.uk) and someone from our support team will be in touch with you soon. We acknowledge complaints within a day and we aim to resolve the issue within 5 business days.

## 7. RENEWAL OF DOMAIN REGISTRATION

- 7.1. Archimedesign assures the client that the best effort will be made to renew all domain names automatically after the twenty-four month registration period, however the client acknowledges that Archimedesign will not be held accountable for the failure to do so.
- 7.2. The client agrees that prior to the renewal of any domain names, the annual renewal fee will be made payable to Archimedesign.
- 7.3. The client understands that s(he) will be informed about the renewal date.
- 7.4. The client agrees that neglect to pay any annual or outstanding fees will defer the registration/renewal of any domain names. This action will not yield any refunds.
- 7.5. The client agrees that they are to provide 30 days notice before the cancellation of any domain names. Neglect to provide this will result in the continuous renewal process of the domain registration and consequent payment.
- 7.6. The client understands that Archimedesign are not responsible for any materials lost due to clients neglect to pay renewal domain registration.

- 7.7. As stated in clause 6.7, should the domain become ineffective, Archimedesign shall provide and register a new domain name, with no refunds given.
- 7.8. Clients may transfer any domain names to a different registrar if they have provided at least a month's notice before the next renewal payment and if their account has been settled. The client agrees that neglect to provide this notice will result in the payment of the renewal fee and release fee specified on Archimedesign's price list.
- 7.9. We guide the users / customers to refer to our terms and conditions clauses which have the details on the registration / renewal terms and conditions. This also carries the reference to nominet UK registration terms and conditions as well  
<http://www.nominet.org.uk/uk-domain-names/manage-your-domain/renew>
- 7.10. We in Archimedesign take utmost care and are committed to customer satisfaction. However, there will be moments when there might be issues with service or support. In case if a customer faces such an issue, they are free to report us at [info@archimedesign.co.uk](mailto:info@archimedesign.co.uk) and our support will reply promptly.

## 8. TRANSFER OF A DOMAIN NAME

- 8.1. The client acknowledges that should they request Archimedesign to host an existing domain name, they are fully responsible for the transfer to the server on the day or after the start of any agreements made are responsible for any fees paid to other parties involved in connection to the transfer. In order to affect the transfer the client shall request his/her existing domain registrar or any other relevant third party:
  - 8.1.1. in the case of UK TLD's to modify the IPS Tag as required by Archimedesign
  - 8.1.2. in the case of international TLD's to replace the name servers, admin, technical and billing contact with the relevant details received from Archimedesign.
- 8.2. Once the agreement has been cancelled or terminated, the client has the right to transfer any domain names to a third party registrar. The transfer is dependent on a transfer form being completed and all fees being paid in full in accordance with the Price List. All domain names cannot be permitted transfer if requested within 60 days of the renewal date of the domain names.
- 8.3. The client acknowledges that Archimedesign will not be held accountable for any obstructions in the transfer and that all fees should be paid according to the agreement signed.
- 8.4. The client acknowledges that Archimedesign has the capability to hinder the release of any domain names, should the client be in breach of any agreements or payments, or if the initial period has not yet expired.
- 8.5. The client agrees that they are fully responsible for the transfer of the website. Archimedesign will not be held accountable for the transfer of any existing sites hosted within the appropriate domain names.

- 8.6. The client acknowledges that there may be a release fee or full payment of the contract when submitting a transfer request form. This is sometimes demanded by the registrar and is not the responsibility of Archimedesign.
- 8.7. The client agrees that should the registrar deny the release of a domain name, Archimedesign are not held accountable and are not permitted to interfere with the ordeal. Should Archimedesign choose to intervene, the client understands that there will be a domain name handling fee listed in the Price List. This fee is not refundable should the transfer still be unsuccessful.
- 8.8. The client agrees that services affected by the unsuccessful transfer will not be refunded. Should this occur, Archimedesign will offer a .co.uk domain name to replace the unsuccessful transfer of the previous domain name.
- 8.9. Domain name transfers, occurring within 2 months of the renewal date, will take longer than initial transfer requests.
- 8.10. All transferred domain names will be registered to Archimedesign until all agreed fees have been paid in full. The domain name may be transferred by the client once all contractual fees and duties have been completed.
- 8.11. We in Archimedesign takes utmost care and are committed to customer satisfaction. However, there will be moments when there might be issue with service or support. In case if a customer faces such an issue, they are free to report us at [info@archimedesign.co.uk](mailto:info@archimedesign.co.uk) and someone from our support team will be in touch with you soon. We acknowledge complaints within a day and we aim to resolve the issue within 5 business days.  
If customer is not happy with the initial outcome of your complaint and its regarding a .uk domain name, please feel free to escalate your issue to Nominet (the .uk registry) here:  
<http://www.nominet.org.uk/disputes/complaining-about-registrar/complaints-procedure>

## 9. SERVICES

Archimedesign shall upon receiving payment as agreed between both the client and Archimedesign provide a service for the relevant packages. The packages are subject to the Client providing the relevant content in order to complete service specification. If the client fails to provide Archimedesign with any information for the completion of any of these services then Archimedesign hold the right to void all services with no refunds issued.

## 10. ECOMMERCE DESIGN, HOSTING AND MAINTENANCE

- 10.1. Archimedesign supply an email based Customer Support that are readily available to offer aid to the client with regards to the Hosting, Support (web and domain) and maintenance service. We acknowledge the the query within 1 business day and will resolve the issue in 5 business days. However, in case of any unexpected delay, Archimedesign will make sure this is informed to the client / customer and the reason for the delay that may have occurred. Outside office hours, please e-mail [info@archimedesign.co.uk](mailto:info@archimedesign.co.uk) for all queries and support.

- 10.2. Maintenance does not include any design or feature changes, maintenance only covers bug/error fixing and daily backups. Archimedesign will not fix any bugs or errors which were not done as a result of Archimedesign. Restoration is a chargeable service if the client requests them. Maintenance services are part of the hosting package and if for whatever reason hosting was cancelled and client moved the site to another company server, Archimedesign will not be able to help client set up or maintain the website.
- 10.3. The client agrees that both the hosting and maintenance fees carry a 12 month contractual bond. Should the client wish to cancel this service, all fees will still be paid up until the 12th month. The monthly hosting will begin when the site goes live or after the 3rd month from date of sign up.
- 10.4. The client should provide 30 days written notice prior to the renewal of hosting services if wishing to cancel, if not received then Archimedesign will automatically renew the service without any notice and charge the client the new fees accordingly.
- 10.5. The client acknowledges that full payment is required before the service can be provided and is non-refundable.
- 10.6. Archimedesign requires all information requested from the welcome pack, which is sent out within 5 consecutive days from the date of clients sign up. The neglect to provide all relevant information or data could result in additional charges.
- 10.7. Archimedesign are aware of the difficulties that clients may have sending websites via a web interface, so aid will be given voluntarily. However, the client must understand that a fee could be charged depending on the amount of work involved.
- 10.8. Once the set-up work has been completed by both parties, the client understands that all other information and images are to be provided. The client understands that once all information has been given, the design operation will begin.
- 10.9. The client understands that the first draft for websites can take up to six weeks. Some projects can take more time depending upon the requirements put forward by the client.
- 10.10. The client acknowledges that s(he) is notified about the location of their website and is informed about what information is required in order to make the site complete.
- 10.11. The client is completely responsible for the design format of their website. The client agrees that they are held accountable to any future changes to the site once it has been given a location or published.
- 10.12. The client understands that s(he) is responsible for any modifications to the product information, using the management panels.
- 10.13. As part of service we will create a links page on your website to facilitate link building. Archimedesign hold the right to place links on this page without the client's consent, however if the client disapproves of any links they will need to email [info@archimedesign.co.uk](mailto:info@archimedesign.co.uk) with any removal requests. We will only remove it if it's direct competition.

- 10.14. There are monthly fees made payable to Archimedesign for such services as the maintaining of the website and renewing of the licence. The client understands that any extra work or upgrades will result in additional charges or annual renewal fees.
  - 10.15. The client agrees to pay the monthly fee prior to the website going live on the internet. This fee carries a 12 month contractual bond. Once this period is over the client has the ability to cancel any services by providing 30 days notice.
  - 10.16. The client understands that s(he) can be asked to pay for site visits or project briefings in case the client needs to meet in person with any of Archimedesign's personnel. Should a client intend to visit Archimedesign offices, s(he) is required to set up an appointment beforehand and pay any charges for time before hand.
11. STANDARD WEBSITE DESIGN, HOSTING AND MAINTENANCE
- 11.1. The client understands that their website will be designed based on their choices made on the application form.
  - 11.2. Once the application form has been received and the payments have been processed, information will be required by the client with regards to the design material. Archimedesign will not be held accountable for any delay in the service as a result of insufficient information or neglect to provide information in the correct format.
  - 11.3. The client understands that s(he) has 3 months to provide all website data. Neglect to provide this will result in a loss of any fees/deposits that the client has already paid.
  - 11.4. A consultation with the design administrator will be arranged once all information has been provided and payment received. This consultation will be used to discuss the aesthetic aspects of the site and advice will be offered in order to maximise the website's potential.
  - 11.5. Archimedesign host all websites on Linux web servers. The client agrees that Archimedesign are not held accountable for the inability to view sites because of limited hardware or internet access. Fees are not refundable if sites are not compatible for hosting on industry servers.
  - 11.6. The client understands that website layouts or changes of material are not applicable once the website has been designed and hosted, however the client will be given the chance to alter minor aspects of the website should they be dissatisfied.
  - 11.7. Once the client has approved the design it may take a period of up to 14 days to test the website and go live. Any further change requests during this period will extend the timescale. All requested changes must be submitted via fax, email or post.
  - 11.8. The client understands that Archimedesign have full responsibility for the maintenance of the website. This may require a short suspension period in order for the work to be carried out. Access to the internet may be influenced by such factors as telecommunication links failing or the breakdown of transmissions. Archimedesign have no control over these factors, so cannot

held accountable for them. Furthermore, Archimedesign will not carry out any maintenance work on 3rd party softwares like wordpress blog, forum softwares and neither will be responsible for any problems. Any work carried out on 3rd party systems will attract further costs.

11.9. The client agrees that both the hosting and maintenance fees carry a 12 month contractual bond. Should the client wish to cancel this service, all fees will still be paid up until the 12th month. The monthly hosting will begin when the site goes live or after the 3rd month from date of sign up. Archimedesign will not carry out any maintenance work on 3rd party softwares like wordpress blog, forum softwares and neither will be responsible for any problems. Any work carried out on 3rd party systems will attract further costs.

11.10. The client should provide 30 days written notice prior to the renewal of hosting services if wishing to cancel, if not received then Archimedesign will automatically renew the service without any notice and charge the client the new fees accordingly.

## 12. THIRD PARTY APPLICATIONS

12.1. The client understands that their website delivery at times may include usage of 3rd party applications such as WordPress blog, phpbb forums, social networking software, Google Analytics and other products. Archimedesign will work with the applications in order to create the website as per agreed specifications, but will not be responsible for any problems arising out of 3rd party softwares.

12.2. The client understands that Archimedesign will not be responsible for any delays on projects arising out of bugs / issues on 3rd party software.

12.3. Archimedesign will not be able to provide maintenance services on 3rd party softwares unless a separate service for this effect has been purchased. Any problems on websites, blogs or any other 3rd party software will attract a further cost to investigate and fix.

12.4. The client understands that their website delivery at times may include usage of 3rd party software or applications such as M2E Pro that, at the point of purchase, are offered with no on-going fees. Archimedesign will work with the applications in order to create the website as per agreed specifications, but will not be responsible for any ongoing or future fees charged by 3rd party software or applications for their continued usage.

## 13. SEO SERVICES (SEARCH ENGINE OPTIMISATION)

13.1. SEO services are offered on a rolling minimum fixed term (term of the contract is included on the order form), and upon conclusion of the minimum fixed term, the contract will renew automatically. However, client can cancel the contract any time after the fixed term has elapsed by giving 30 days written notice.

13.2. The Client acknowledges SEO services are provided on prepaid basis, and no refunds will be granted in case of early cancellations. Furthermore, whereby a payment plan has been agreed to allow the client to pay for

services in instalments, full value of the contract will become due in case of early cancellations.

- 13.3. Archimedesign shall provide the SEO Services with reasonable skill and care, commensurate with prevailing standards in the social media marketing industry in the United Kingdom.
- 13.4. Archimedesign does not provide guarantee for either 1st page positions on the search engines, traffic levels, or increase in revenue. Furthermore, the Client understands that.
  - 13.4.1. The times for websites to appear on search engine listings vary and the Company can thus not guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the SEO Services being performed.
  - 13.4.2. The Company cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Website following the completion of the SEO Services.
  - 13.4.3. The Company accepts no responsibility for any detrimental effect on the Website's search engine rankings which results from any activity of the Client or any third party including, but not limited to, alterations to the Website.
  - 13.4.4. The Company makes no guarantee that the SEO Services will result in the Website appearing in the top 10 search results on the Designated Search Engines.
  - 13.4.5. Archimedesign performs both on-site and off-site activities to help the client's website increase its presence on the search engines and earn more traffic. However, if the client's website is not hosted by Archimedesign, then in such cases, Archimedesign will only act as a consultant advising the client's development team with all the corrections that the website needs.
  - 13.4.6. Archimedesign shall act in accordance with the terms of this Agreement and with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of this Agreement.
- 13.5. Archimedesign requires the Client's access credentials for FTP, Database, google analytics and webmaster tools in order to provide the SEO Services.
- 13.6. The Client hereby authorises Archimedesign to use the Client's abovementioned access credentials solely for the purposes of providing the SEO Services. All such information is hereby designated Confidential Information and shall be treated accordingly.
- 13.7. The Client authorised Archimedesign to make necessary changes on the website in order to perform SEO services.
- 13.8. The Client shall provide the Required Information and the Required Materials to Archimedesign in order for the Company to perform its services.

- 13.9. In the event that any of the Required Information, or any other information supplied by the Client to Archimedesign (including, but not limited to, the access credentials supplied) changes and such a change will materially affect the provision of the SEO Services by Archimedesign, the Client shall inform Archimedesign of the same without undue delay Archimedesign shall not be liable for any delays in the provision of the SEO Services that may result from the Client's failure to comply with any of its obligations.

#### 14. SOCIAL MEDIA MARKETING SERVICES

- 14.1. Social Media Marketing services are offered on a rolling minimum fixed term, and upon conclusion of the minimum fixed term, the contract will renew automatically. However, clients can cancel the contract any time after the fixed term has elapsed by giving 30 days written notice.
- 14.2. The Client acknowledges Social media marketing services are provided on a prepaid basis, and no refunds will be granted in case of early cancellations. Furthermore, whereby a payment plan has been agreed to allow the client to pay for services in instalments, full value of the contract will become due in case of early cancellations.
- 14.3. Archimedesign shall provide the Social Media Marketing Services with reasonable skill and care, commensurate with prevailing standards in the social media marketing industry in the United Kingdom.
- 14.4. Archimedesign shall ensure that regular activity takes place on all of the social media platforms listed on the order.
- 14.5. Archimedesign shall act in accordance with the terms of this Agreement and with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of this Agreement.
- 14.6. Archimedesign requires the Client's access credentials for the social media platforms set out in the order form in order to provide the Social Media Marketing Services.
- 14.7. The Client hereby authorises Archimedesign to use the Client's abovementioned access credentials solely for the purposes of providing the Social Media Marketing Services. All such information is hereby designated Confidential Information and shall be treated accordingly.
- 14.8. The Client shall provide the Required Information and the Required Materials to Archimedesign in order for the Company to perform its services.
- 14.9. In the event that any of the Required Information, or any other information supplied by the Client to Archimedesign (including, but not limited to, the access credentials supplied) changes and such a change will materially affect the provision of the Social Media Marketing Services by Archimedesign, the Client shall inform Archimedesign of the same without undue delay.
- 14.10. Archimedesign shall not be liable for any delays in the provision of the Social Media Marketing Services that may result from the Client's failure to comply with any of its obligations.
- 14.11. Archimedesign shall undertake various activities in order to perform its services, which will be a mixture of content creation and posting, developing social media strategy, creating and executing campaigns and helping Clients

run paid campaigns. Archimedesign fees excludes the budget for any paid advertisements on any of the marketing channels.

## 15. DEVELOPMENT

- 15.1. Content Development services are offered on the basis of a fixed number of words / A4 pages.
- 15.2. The Client acknowledges Content Development services are provided on prepaid basis, and no refunds will be granted in case of early cancellations. Furthermore, whereby a payment plan has been agreed to allow the client to pay for services in instalments, full value of the contract will become due in case of early cancellations.
- 15.3. Archimedesign shall provide the Content Development services with reasonable skill and care.
- 15.4. The Client will provide a written brief to Archimedesign to understand the full requirements, followed by either a phone call or meeting to ensure our teams have fully understood the requirements.
- 15.5. Archimedesign will produce the content based on the client brief and will submit it to client to review. Client is then asked to review the content and submit feedback promptly.
- 15.6. Upon receipt in full by the Company of the Fee due as per the order form, the copyright and any and all other Intellectual Property Rights subsisting in the Work shall be deemed to be assigned to the Client and the Company shall be deemed to have waived all moral rights in respect of the Work arising out of Chapter IV of the Copyright Designs and Patents Act 1988.
- 15.7. Following the assignment of copyright and any and all other Intellectual Property Rights, the Client shall be free to use the Work for any purposes including, but not limited to, the purpose for which the Work was originally commissioned.
- 15.8. Archimedesign shall act in accordance with the terms of this Agreement and with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of this Agreement.
- 15.9. The Client shall provide the Required Information and the Required Materials to Archimedesign in order for the Company to perform its services.
- 15.10. In the event that any of the Required Information, or any other information supplied by the Client to Archimedesign (including, but not limited to, the access credentials supplied) changes and such a change will materially affect the provision of the Content Development Services by Archimedesign, the Client shall inform Archimedesign of the same without undue delay.
- 15.11. Archimedesign shall not be liable for any delays in the provision of the Content Development Services that may result from the Client's failure to comply with any of its obligations.

## 16. PPC SERVICES

- 16.1. PPC services are offered on a rolling minimum fixed term (term of the contract is included on the order form), and upon conclusion of the minimum fixed term, the contract will renew automatically. However, clients can cancel the

- contract any time after the fixed term has elapsed by giving 30 days written notice.
- 16.2. The Client acknowledges PPC services are provided on prepaid basis, and no refunds will be granted in case of early cancellations. Furthermore, whereby a payment plan has been agreed to allow the client to pay for services in instalments, full value of the contract will become due in case of early cancellations.
  - 16.3. Archimedesign shall provide the PPC Services with reasonable skill and care, commensurate with prevailing standards in the marketing industry in the United Kingdom.
  - 16.4. Archimedesign does not provide guarantee for either 1st page positions on the search engines, traffic levels, or increase in revenue. Furthermore, the Client understands that
    - 16.4.1. The Company cannot control search engines and cannot provide any guarantee of success.
    - 16.4.2. The Company cannot control search engines and cannot provide any guarantee that the Designated Search Engine(s) will not change their policies or functionality in such a way that will have a detrimental effect on the effectiveness of the PPC Campaign(s).
    - 16.4.3. The Company accepts no responsibility for any detrimental effect on the effectiveness of the PPC Campaign(s) which results from any activity of the Client or any third party including, but not limited to, alterations to the Website.
    - 16.4.4. The effectiveness of the PPC Campaign(s) will be determined in part by the budget allotted thereto and available therefor. Failure by the Client to make the required budget(s) available may have a negative effect on the related PPC Campaign(s). The Company accepts no responsibility for any such negative effects.
  - 16.5. The Company shall base the PPC Setup and its provision of the PPC Services upon the Required Information provided by the Client.
  - 16.6. Upon receipt of the Required Information from the Client, the Company shall conduct keyword research which shall include, but not necessarily be limited to, an examination of the Website, online research and the use of other suitable methods and tools.
  - 16.7. Archimedesign shall act in accordance with the terms of this Agreement and with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of this Agreement.
  - 16.8. Archimedesign requires the Client's access credentials for FTP, Database, google analytics and webmaster tools in order to provide the PPC Services.
  - 16.9. The Client hereby authorises Archimedesign to use the Client's abovementioned access credentials solely for the purposes of providing the PPC Services. All such information is hereby designated Confidential Information and shall be treated accordingly.
  - 16.10. The Client authorise Archimedesign to make necessary changes on the website in order to perform PPC services.

- 16.11. The Client shall provide the Required Information and the Required Materials to Archimedesign in order for the Company to perform its services.
- 16.12. In the event that any of the Required Information, or any other information supplied by the Client to Archimedesign (including, but not limited to, the access credentials supplied) changes and such a change will materially affect the provision of the PPC Services by Archimedesign, the Client shall inform Archimedesign of the same without undue delay.
- 16.13. Archimedesign shall not be liable for any delays in the provision of the PPC Services that may result from the Client's failure to comply with any of its obligations.
- 16.14. Archimedesign fees excludes the budget for any paid advertisements on any of the marketing channels.

## 17. WEBSITE MAINTENANCE

- 17.1. Client has instructed Archimedesign to carry out general maintenance related work on their website. Maintenance plans do not permit development of new modules, software, new design and implementation.
- 17.2. Agreement is based on a set number of hours per month with a minimum term attached to every agreement. The agreement will be renewed automatically unless cancelled 30 days before the expiry date.
- 17.3. Set numbers Hours per month available per month are written on the order form. Time can be utilised for training sessions, or technical resources such as Developer, Designer, or Quality Assurance. Please note hours if not used, are not rolled over into next month.
- 17.4. The Client understands if the amount of work requested is more than hours available, work will either have to be postponed, or client would be required to pay for the additional hours.
- 17.5. The Client will make all support calls on the Support Line. A support specialist will return calls or reply to emails placed through the Support Line during the Service Hours not later than 24 hours after:
  - 17.5.1. in the case of telephone calls, the earlier of the voicemail system logging the call or the support specialist receiving the call; and
  - 17.5.2. in the case of e-mail, receipt by the Support Line e-mail inbox
  - 17.5.3. in the case of CRM, receipt of Ticket by member of support department
  - 17.5.4. The Provider is not responsible for responding to support calls or messages placed other than via the Support Line [and only those members of the Customer's personnel named in the schedule may use the Support Line].
  - 17.5.5. Responses to all enquiries within 24 hours (Mon – Fri 9am – 5pm) excluding bank holidays.
  - 17.5.6. If the work is being done directly on a live website, we may at times schedule the uploading of critical work for early morning hours or over the weekend to avoid problems for any visitors on the website. However, this may lead to certain delays in finishing certain tasks.

This is usually done on any work relating to payment gateways and cart / check out changes.

- 17.5.7. If the work is being done on a temporary location, the client must approve in writing before it can be transferred to live domain. Moving contents to a live server at times can take a few days depending upon the work that is being moved.
- 17.5.8. Whilst we make considerable efforts to ensure work is done to the highest of standards, we cannot be held liable for any problems that may result because of our work. However, once notified of any such issues, we will do our best to find solutions as soon as possible.
- 17.5.9. The client Shall
  - 17.5.9.1. Ensure that the Software is used in a proper manner by competent trained employees only or by persons under the supervision of such employees.
  - 17.5.9.2. not request, permit or authorise anyone other than the Archimedesign to provide any support services in respect of the Provider Software.
  - 17.5.9.3. subject to their not damaging the performance of the Supported Website, allow the Provider to install certain utility programs to assist the Provider in providing the Services and allow the Provider to remove such utility programs upon termination of this agreement.
  - 17.5.9.4. Additional hours to be charged at an hourly rate

## 18. WARRANTY

- 18.1. Archimedesign warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 18.2. Without prejudice to Clause 17.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by Archimedesign.

## 19. INDEMNIFICATION

The Client shall indemnify Archimedesign against all claims, costs and expenses which Archimedesign may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against Archimedesign alleging that any services provided by Archimedesign in accordance with the Service Specification infringes a patent, copyright or trade secret or other similar right of a third party.

## 20. LIMITATION OF LIABILITY

- 20.1. Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of Archimedesign to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of

negligence, shall be limited to the fees paid by the Client to which the claim relates.

- 20.2. In no event shall Archimedesign be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Archimedesign had been made aware of the possibility of the Client incurring such a loss.
- 20.3. Nothing in these Terms and Conditions shall exclude or limit Archimedesign's liability for death or personal injury resulting from Archimedesign's negligence or that of its employees, agents or subcontractors.

## 21. TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 21.1. the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 21.2. the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 21.3. the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 21.4. the other party ceases to carry on its business or substantially the whole of its business; or
- 21.5. the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## 22. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of Archimedesign, and the Client shall do all that is reasonably necessary to ensure that such rights vest in Archimedesign by the execution of appropriate instruments or the making of agreements with third parties.

Archimedesign Ltd holds all and exclusive rights to the software, servers and any script used to provide the e-commerce service to all the clients. No client has rights to access, modify, reproduce or use it any form or manner without prior permission of Archimedesign Ltd.

Archimedesign Ltd, provides e-commerce service whereby it allows clients to use software with custom design specifically designed for them. This service is provided on an yearly fee basis along with the SET UP which is charged initially to produce client specific design.

However, clients hold full rights to their products, categories, images, customers, orders. If in any case, Archimedesign is closing down or not in a position to supply the e-commerce service within the contractual period, Archimedesign will provide a copy of software that is currently being used to run the website. Clients can use the

software with another hosting company but will not be allowed to modify or re-sell the software.

23. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

24. DATA PROTECTION

All parties involved in the agreement will understand and follow the rules and regulations of the Data Protection Act 1998. This includes codes of practice and the confidentiality of personal information.

25. INDEPENDENT CONTRACTORS

Archimedesign and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. Archimedesign may, in addition to its own employees, engage subcontractors to provide all or part of the services being provided to the Client and such engagement shall not relieve Archimedesign of its obligations under this Agreement.

26. ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of Archimedesign.

27. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

28. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

29. NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have

communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

30. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

31. NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

32. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of the United Kingdom and the parties hereby submit to the exclusive jurisdiction of the British courts.

33. SUSPENSION AND CANCELLATION OF SERVICES

- 33.1. Archimedesign hold the rights to cancel and suspend any services failure to the client not responding to any notices or providing the relevant content set out in the service specification. There has to be a level of commitment from the client's behalf in order for Archimedesign to provide a full service. If the client fails to provide the relevant content to their package(s) after 6 months from sign up date, Archimedesign hold the right to suspend any services the client has with Archimedesign. If the client wishes to un-suspend their account they will be liable to pay £99 + VAT.
- 33.2. Archimedesign hold the rights to cancel / suspend if client fails to clear any due invoices. This includes cancellation of some / all services if client is a Private Individual.