

# STANDARD TERMS AND CONDITIONS

## 1. DEFINITION OF TERMS

**EXPANDONLINE** – PETER WALTER, 18 WEST WAY, MELDRETH, ROYSTON, SG8 6LL trading as EXPANDONLINE having its principal place of business at 18 WEST WAY, MELDRETH, ROYSTON, SG8 6LL, aforesaid

**The Client** – the entity which enters into a contract with EXPANDONLINE

**Domain Name** – the root address of a website, e.g. webaddress.com, registered with the appropriate naming authority.

**Downtime** – time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

**Host, Hosting Provider** – the company on whose system the Website physically resides.

**Link, Hyperlink** – a ‘clickable’ link embedded on a web page which may take the form of a graphic or text.

**Search Engine** – a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

**Website** – a collection of web pages and associated code which forms an integrated presence.

**The Work** – the subject matter of the contract between the Client and EXPANDONLINE.

## 2. FEES

### 2.1. Fee Payable

A non refundable deposit of 40% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 60% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. EXPANDONLINE reserves the right not to begin the Work until the said deposit has been paid in full.

### 2.2. Maintenance Fees

Maintenance, if included in the contract, shall be on a month to month basis, with a minimum of GBP100 payable in any calendar month where updating is necessary. Fees will be assessed on an hourly basis at GBP50 per hour or part thereof. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.

## 3. DISCLAIMERS

### 3.1. Third Parties

EXPANDONLINE can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although EXPANDONLINE will endeavour to ensure that Website downtime is kept to a minimum.

### 3.2. Maintenance and Correction of Errors

EXPANDONLINE takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to EXPANDONLINE will be corrected free of charge, but EXPANDONLINE reserves the right to charge a reasonable fee for correction of errors for which EXPANDONLINE is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to EXPANDONLINE by the Client.

### 3.3. Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

### **3.4. Consequential Loss**

Under no circumstances will EXPANDONLINE be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimise possible losses as a result of software failure.

### **3.5. Status and Duration of Offers**

Proposals and offers are valid for a period of one month from the date issued. EXPANDONLINE is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

### **3.6. Search Engine Listings**

EXPANDONLINE does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not EXPANDONLINE who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. EXPANDONLINE does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

## **4. COMPLETION OF WORK AND PAYMENT**

### **4.1. Completion of Work**

EXPANDONLINE warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. EXPANDONLINE will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. EXPANDONLINE will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

### **4.2. Supply of Materials**

The Client is to supply all materials and information required for EXPANDONLINE to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, EXPANDONLINE has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, EXPANDONLINE has the right to invoice the Client for any part or parts of the Work already completed.

### **4.3. Approval of Work**

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify EXPANDONLINE, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to EXPANDONLINE as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 60% balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

### **4.4. Rejected Work**

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by EXPANDONLINE to remedy any points reported by the Client as unsatisfactory, and EXPANDONLINE considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and EXPANDONLINE can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

### **4.5. Payment**

Upon completion of 7 day review period, EXPANDONLINE will invoice the Client for the 60% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 28 days of the date that the invoice was issued. All payments must be in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £30.00.

#### **4.6. Remedies for Overdue Payment**

If payment has not been received by the due date, EXPANDONLINE has the right to suspend ongoing work for the Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 14 days after the due date, EXPANDONLINE has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. In addition, EXPANDONLINE reserves the right to apply a £40 collection fee and to charge interest on the overdue amount. By revoking the Client's licence of the Work or removing the web site from the Internet, EXPANDONLINE does not remove the Client's obligation to pay any outstanding monies owing.

### **5. INTELLECTUAL PROPERTY**

#### **5.1. Offers and Proposals**

Offers and proposals made by EXPANDONLINE to potential clients should be treated as trade secrets and remain the property of EXPANDONLINE. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from EXPANDONLINE. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

#### **5.2. Warranty by Client as to Ownership of Intellectual Property Rights**

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to EXPANDONLINE for inclusion on the Website. The conclusion of a contract between EXPANDONLINE and the Client shall be regarded as a guarantee by the Client to EXPANDONLINE that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of EXPANDONLINE and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

#### **5.3. Domain Names**

The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; ICANN in the case of .COM/NET/ORG and Nominet in the case of domain names ending with .UK you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

We shall not release any domain to another provider unless full payment for that domain has been received by us. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site and shall be due and payable in advance of our service provision.

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify EXPANDONLINE, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

#### **5.4. Licensing**

Once EXPANDONLINE has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents.

## **5.5. Trade Secrets**

Any code that is not freely accessible to third parties and not in the public domain, and to which EXPANDONLINE or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from EXPANDONLINE. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which EXPANDONLINE or their suppliers owns the copyright. EXPANDONLINE acknowledges the intellectual property rights of the Client. Information passed in written form to EXPANDONLINE, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

## **6. RIGHTS AND RESPONSIBILITIES**

### **6.1. Right to Terminate**

EXPANDONLINE reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

### **6.2. Events Beyond the Control of EXPANDONLINE**

EXPANDONLINE will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of EXPANDONLINE.

### **6.3. Supply and Pricing of Services**

EXPANDONLINE reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

## **7. INTERPRETATION**

### **7.1. Jurisdiction**

This Agreement shall be governed by the laws of England which shall claim venue and jurisdiction for any legal action or claim arising from the contract between EXPANDONLINE and the Client. The said contract is void where prohibited by law.

### **7.2. Survival of Contract**

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

### **7.3. Change of Terms and Conditions**

These Terms and Policies may be amended in any respect at any time by ExpandOnline upon the posting of the amended Terms and Policies on the terms of use section of the Service. Your continued use of the Service will be deemed consent to any such amended Terms and Policies. If you do not wish to continue to use the Service as a result of any such amended Terms and Policies, you may provide notice of your wish to terminate your use of the Service to ExpandOnline.

## **8. HOSTING**

The following terms are only applicable where hosting is provided by ExpandOnline

### **8.1. Grounds for Suspension and Termination.**

You agree to comply with the following Terms and Policies set out by our hosting provider. Any violation of either these Terms and Policies or the other rules, regulations or policies noted above may serve as cause for ExpandOnline or its supplier to suspend or terminate your hosting account. You agree that ExpandOnline or its supplier has the right, with or without notice, to suspend or terminate your hosting account upon the first or subsequent occurrence of any of the following:

- Using the Service in a way, which constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law)
- Using the Service to host adult material, whether it is legal or not, we do not support it on our services.
- Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity.

- Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you.
- Using the Service in such a way as to forge or mis-represent headers, addresses, or other identification in electronic mail or websites, or using any other method to disguise the sender's identity or location.
- Excessively using the Service in such a way as to limit the bandwidth available to others.
- Using the Service to operate server programs, including, but not limited to mail servers, IRC servers, game servers, ftp servers, Web servers, or streaming audio/video servers.
- Using the Service to promote or solicit competing Internet services.
- Using the Service for unauthorised relays through any third party systems.
- Attempting, in any way, to interfere with or deny service to any user or any host on the Internet.
- Using the Service for mail bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional.
- Using the Service to add or attempt to add addresses to any mailing list (yours or a third party's) without the explicit positive consent of the addressee(s).
- Using the Service to forward or post "chain letters" (multiple forwarding) of any type.
- Attempting to cancel, supersede, or otherwise interfere with email other than your own.
- Engaging in harassment, whether through language, frequency, or size of messages, either with email or website content.
- Using the Service to engage in syn flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks.
- Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information.

In the event of termination of your use of the Service under this section, ExpandOnline may at its sole discretion retain any or all amounts you have paid for use of the Service as liquidated damages for your actions.

## **8.2. Security**

You agree not to access or attempt to access private areas of the Service. You agree to notify ExpandOnline as soon as you become aware of an unauthorized use of your account and/or any breach or attempted breach of security on the Service.

## **8.3. Intellectual Property**

ExpandOnline does not undertake to examine or review messages, files, or other materials, which are accessible through, pass through, or reside on the Service. Complaints regarding alleged copyright infringement can be sent to [abuse@expandonline.co.uk](mailto:abuse@expandonline.co.uk).

Continuing a specific identification of the allegedly infringing material and the location(s) on ExpandOnline's facilities where the materials are to be found. Upon receipt of such written notice, ExpandOnline will expeditiously remove or block access to the allegedly infringing material, and provide notice to the person who had posted that material. If ExpandOnline receives a notification from that person indicating that the claim of infringement was based upon mistake or misidentification, ExpandOnline will send you a copy of that notification. Unless you notify ExpandOnline of appropriate court action to restrain the alleged infringement, the challenged material will then be restored or otherwise made accessible again.

## **8.4. Liability**

You agree that use of the Service is at your own risk. Except for information, products, or services clearly identified as being supplied by ExpandOnline, neither ExpandOnline nor any of its affiliate controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service. ExpandOnline neither endorses nor is responsible for the accuracy of third-party material(s), and you agree that ExpandOnline is not responsible for any loss or damage caused by your use of, or reliance on, such material(s). You understand and agree that you have sole responsibility for your posting of any information or material to any site or newsgroup on the Internet, including but not limited to postings to Web sites, whether residing on ExpandOnline equipment or not, postings to newsgroups, and participation in any on-line chat sessions. You agree to indemnify and hold harmless ExpandOnline and its employees, and other customers and subscribers from and against any claims, losses, costs, liability, damages or expenses arising out of your postings.

You agree that, should you use the Service to send or receive voice communications, ExpandOnline is not acting as a telecommunications carrier or telephone company, that there is no representation made by ExpandOnline as to the suitability of the Service for such use, and that all risk of connection, transmission quality, and accuracy of communications is solely on you, and that ExpandOnline has no liability of any sort for the failure or lack of quality of such use of the Service.

You agree to be liable for any damages or loss of service which results in damages to ExpandOnline as a result of any spamming or other violations of Section 8.1 above. These damages include, but are not limited to, system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. You agree that ExpandOnline may pursue any such claims against you in Court.

You agree that in no event will ExpandOnline have financial liability to you.

### **8.5. Warranty**

EXPANDONLINE MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE, OR ANY SOFTWARE OR OTHER MATERIAL AVAILABLE THROUGH THE SERVICE, REGARDLESS OF WHAT YOU MAY HAVE TOLD EXPANDONLINE ABOUT YOUR INTENDED USE OF THE SERVICE. NO ORAL ADVICE OR INFORMATION GIVEN BY EXPANDONLINE OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR OTHERWISE ALTER THE PROVISIONS OF THIS SECTION.

THE SERVICE AND ANY SOFTWARE PROVIDED TO YOU BY EXPANDONLINE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; EXPANDONLINE DOES NOT WARRANT THAT THEY WILL BE ERROR-FREE AND/OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. EXPANDONLINE DOES NOT GUARANTEE THE SECURITY OR BACK-UP OF ANY OF YOUR DATA WHICH MAY BE STORED ON THE SERVICE.

### **8.6. Content**

You understand and agree that information and access available through the Service may include controversial, sexually explicit, or other material that may be offensive to you or users for whom you are responsible. ExpandOnline has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.