

## 1. Definitions:

(1.1) For the purpose of these Terms & Conditions set forth hereunder is defined to mean, unless the context requires otherwise, as follows.

(1.2) "CW, we, us, our" shall mean "City Webs".

(1.3) "Client, customer, you, your" shall mean the customer named.

(1.4) "Confidential Information" hereunder includes all information which is considered proprietary to CW, you or its customers, as the case may be, including but not limited to information or materials related to the business affairs of the respective party, customer information, designs and documentation of systems and software, and the Services and Deliverables developed as part of this Agreement.

(1.5) "Pricing" shall mean the fees paid by you the Client to CW as set forth on CW website, written quotation and/or the Project Brief.

(1.6) "Services" shall mean all work performed by CW for the Client on each Project.

## 2. Web Site Location:

2.1 All accounts will be located on Microsoft Windows shared servers unless otherwise specified. All prices quoted are for this option and are subject to change.

## 3. Webspace:

3.1 Space on CW servers may not be resold or used for the distribution of adult-oriented or racist material, pirate software, copyright material or for other illegal purposes. Contract (and service) may be suspended at any time if usage or site content is deemed inappropriate or offensive.

## 4. Mail usage:

4.1 Your e-mail accounts may not be resold or used to send unsolicited e-mail (spamming). Clients who send, or allow the sending of such mail (even using external mail facilities) will have their service terminated immediately and will be liable for any costs incurred by the result of their actions. Outgoing (SMTP) mail facilities are not provided as standard (you can usually use your ISP's outgoing mailserver) but special arrangements can be made on request.

## 5. Site Content:

5.1 Under no circumstances, must any of the following materials appear on your website. Pornographic/explicit or obscene material, in the form of graphics or text. Copyrighted music files (.wav, .mid, .mp3 etc.) or any form of sound used without the original owner's written consent. Copyright computer code/graphics without the original owner's written consent. Lists of software package serial numbers or links to cracks, patches, hacks or pirated software. Pyramid advertising schemes and "Spam" banners.

5.2 In order to maintain quality of service to all our clients, we reserve the right to suspend or terminate an account where it is found to be manipulating or monopolizing server resources to the detriment of other users, whether via scripts, programs, volume of mail, excess bandwidth or otherwise. It is strongly suggested that any script development is carried out on your local PC before uploading to the server, as incorrectly configured scripts may seriously affect server performance.

## 6. Confidentiality:

6.1 CW shall, cause each of the Representatives working on the projects, to keep all Confidential Information of you or your client, not to disclose it to any third party without the prior written consent of the Client or the Client's customers, and not to use it for any purpose other than that for which it was provided to CW.

6.2 CW shall only disclose Confidential Information to those Representatives who need to know the same for legitimate business purposes.

## 7. Errors & Omissions:

7.1 Although we always endeavour to keep your sites error-free and check them regularly for availability, you are advised that it is your responsibility to back up your files, check your website for availability, correct content and operation. Errors and omissions should be reported via e-mail as soon as possible for correction.

## 8. Design & Ownership of Services:

8.1 Sites designed by CW are designed individually for clients, we retain copyright on all original design work, copywriting and images we provide. Use of copyright work on other websites or publications is not permitted without express written consent or license arrangement. The Client also agrees that CW shall retain Proprietary Rights with respect to any Services or Deliverables provided to you by CW.

## 9. Domain Names:

9.1 We will not be able to confirm that we are able to register your chosen domain name for you until we have received notification from the appropriate domain registry that the application was successful. All domain names will remain the property of CW until full payment for that domain name has been received.

9.2 We will not accept responsibility for errors made by Registration Authorities, registrars or their agents when submitting domains for registration. Claims against CW for incorrect registration on our part will be limited to replacement domains to the same retail value, at our discretion. No claims for compensation will be accepted for loss of use due to late payment.

9.3 You will be responsible for picking a domain name that does not infringe any copyrights or trademarks. If you do infringe trademark or copyright, you risk having legal action taken against you and losing the domain name to the owner. Your registration fees and CW hosting charge will not be returnable in this case. If you choose a .ltd.uk or .plc.uk name, it is required to be the same as your registered company name (with spaces removed or replaced with hyphens as appropriate). Please be aware that recent domain extensions may have their own rules on acceptability, eligibility, trademark infringement.

9.4 Should you wish to transfer your .uk domain name to another provider this will be completed free of charge, however, we reserve the right not to release domain names whose owners' account fees remain unpaid until all invoices are settled in full.

## 10. Loss of Service:

10.1 CW web space, domain registration and e-mail services are derived in some part via partnerships with third-party companies. No responsibility will be accepted for loss of service or consequences of such caused by server failure or actions of any of our partners, service providers, or their subcontractors, representatives or employees. This includes loss of data resulting from failures, delays, nondeliveries, wrong delivery, and any and all service interruptions. No SLA or uptime guarantees are given, although every effort will be made to maintain service. No warranties or claims of merchantability or fitness for a particular purpose are made - either expressed or implied for services provided.

## 11. Late Payment:

11.1 In the event of late payment, your service may be discontinued or suspended until full payment is made. No responsibility will be accepted for loss of service or consequences of such action. Services ordered online are accepted on a "firm order" basis and fees, when requested via invoice, are payable strictly within 14 days from invoice date. We reserve the right not to release domain names whose owners' account fees remain unpaid until all invoices are settled in full. Domains remaining unpaid for may become lapsed or detagged.

## 12. Cancellation:

12.1 We require 14 days cancellation notice in writing. When you cancel your account, all your files and access passwords will be deleted. We reserve the right to terminate an account at any time without notice.

## 13. Force Majeure:

13.1 Neither party shall be liable to the other party for any failure to perform or delay in performance of any of its obligations or duties or the terms of the provision of this Agreement, if any, to the extent such failure or delay is caused by or is attributable to any event of force majeure, to the extent the event is not within the control of that party whose performance under this Agreement is effected thereby.

## 14. Bandwidth (data transfer) Limits:

14.1 Our basic webspace accounts have pre-set strict bandwidth limits - keeping hosting fees at very competitive levels for low-traffic sites. If an account's limit is reached, you may be asked to pay bandwidth fees on a monthly basis or upgrade to an account with higher bandwidth limits. We'll be pleased to discuss this with you before you place your order or when designing your site.

## 15. Price Variations, Charges & Services:

15.1 Payment for all invoiced services will be due within 14 days of receipt of invoice and all orders are strictly on prepayment basis unless otherwise agreed. No refund will be given for annual hosting fees if you choose to relocate your domain, although prompt transfer to a new host will be arranged free of charge. CW reserve the right to increase or decrease charges and/or introduce new charges and/or add or remove or change the services provided by CW to you from time to time. In the event of any such changes, 14 days prior notice will be given to you in writing by CW.



**City Webs**

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