

Terms and Conditions for websites

Website reference:

Website name:

Agreement reference:

These Terms And Conditions ("Terms") are agreed between Spoton.net Limited, registered company 06139437 in England and Wales ("We" or "Us") and the entity agreeing to these Terms ("You"). If You are acting on behalf of another entity, You represent and warrant that You have the legal authority to commit that entity to these Terms.

1 Defined Terms

- 1.1 Where these Terms refer to a day that does not exist within a calendar month, the date shall be taken to mean the final day in that calendar month. For example, the date one calendar month after 31st January 2001 shall be taken to be 28th February 2001.
- 1.2 "Terms Of Sale" means the document titled "Terms Of Sale" that accompanies these Terms And Conditions.
- 1.3 "Purchase Date" means the date on which You make Your first payment to Us in relation to this sale.
- 1.4 "Licence Start Date" means the date on which the Licence (as in defined in clause 2.4) begins. The Terms Of Sale state whether the Licence Start Date is the Purchase Date itself or the same day in the next calendar month after the Purchase Date.
- 1.5 "Licence Renewal Date" means the same day as the Licence Start Date in each subsequent month.
- 1.6 "Licence Payment Date" means the dates stated in the Terms Of Sale on which We will take Licence payments from You by the means stated in the Terms Of Sale.

2 Agreement

- 2.1 You agree to purchase the design of a website (the "Website") from Us. You agree to supply us with text and images ("Initial Content") for use in the design of the Website.
- 2.2 We agree to design the number of pages specified in the Terms Of Sale. We will commence the design only after the Initial Content has been supplied.
- 2.3 You accept the presence of the text "Designed and created by it'seeze" and the "it'seeze" wordmark at the foot of each page on the Website.
- 2.4 You agree to purchase a licence (the "Licence") to use the "it'seeze" content management system software (the "Software"), operating on Our servers.
- 2.5 The minimum Term for the purchase of the Licence is either 12 or 24 calendar months, as stated in the Terms Of Sale. This Agreement will remain in effect beyond the minimum Term until cancelled.
- 2.6 If You have purchased a licence for "it'seeze Lite" You may use the Software to upload up to 30 images for use on the Website.
- 2.7 If You have purchased a licence for "it'seeze Max", "it'seeze Commerce", or "it'seeze Mobile" You may use the Software to upload up to 5000 images and 1 binary gigabyte of files for use on the Website. Individual files are limited to 20 binary megabytes in size.
- 2.8 You agree to update Your account so that Your contact details remain accurate at all times.
- 2.9 You agree to update Your account so that You maintain an active payment method, as specified in clause 3.1, at all times.

3 Price And Payment

- 3.1 Payment for the Website must be made by credit card or debit card or, at Our sole discretion, through another method. Licence payments must be made by Monthly Recurring Billing through a credit or debit card, or by Direct Debit (if You have a bank account in the United Kingdom), or, at Our sole discretion, through another method.
- 3.2 Licence payments will be taken automatically each month, in advance, on the Licence Payment Date. Each Licence payment covers the calendar month up until the following Licence Renewal Date.
- 3.3 It is Your responsibility to provide in a timely manner the Initial Content required to complete Your site; Licence payments will continue irrespective of whether this information has been provided. Under no circumstances shall You be entitled to make any deduction or withhold payment for any reason.
- 3.4 If Your account remains in arrears for a period of one calendar month following a Licence Renewal Date We reserve the right to remove the Website from the internet ("Suspension") and disable Your ability to send and receive e-mails. We will notify You prior to Suspension. For the avoidance of doubt, if You have purchased multiple licences from Us then We reserve the right to suspend all Websites in response to arrears incurred in relation to any of the licences.
- 3.5 In the event of unpaid Licence payments We reserve the right to use the services of third parties to recover monies owed. Without prejudice to any other remedy available to Us, We reserve the right to pass on credit collection fees to You, plus statutory late payment interest.
- 3.6 Following Suspension, You agree to pay an administration charge of £50 plus VAT (or €70 at trade prices) in order to rescind the Suspension and restore the Website, provided that no more than 6 calendar months have passed and You have not instructed Us to delete the Website data (as specified in clause 4.9). If more than 6 calendar months have passed or You have instructed Us to delete the Website data then the Suspension cannot be rescinded.
- 3.7 Following Suspension or Cancellation, You agree to pay £25 plus VAT (or €35 at trade prices) to restore the contents of each IMAP mailbox We have provided to You, provided no more than 14 days have passed. If more than 14 days have passed then the contents of the mailboxes cannot be restored.

4 Cancellation

- 4.1 In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 You have the right to cancel within a period of 14 days from placing Your order, provided (a) We have not commenced production of Your Website and (b) our Agents have not obtained or created material for use in the production of Your Website. In either case (a) or (b) the right to cancel is no longer applicable, in accordance with regulation 13(1)(c) of The Consumer Protection (Distance Selling) Regulations 2000.
- 4.2 You may give notice of Your intention to cancel this agreement at any time without giving any reason. The date upon which this agreement terminates ("Cancellation Date") is determined solely from the date on which We receive Your notice ("Notice Date"). The Cancellation Date is the next Licence Renewal Date falling on or after the date one calendar month after the Notice Date, provided this date satisfies the minimum Term. If this date does not satisfy the minimum Term, the Cancellation Date is the earliest date that satisfies the minimum Term.

4.3 If the Website remains Suspended (as detailed in clause 3.4) for a period of 7 days, this agreement will be cancelled. For the purposes of the following clauses, the "Notice Date" and "Cancellation Date" shall be the date 7 days after the date of Suspension.

4.4 We may cancel this agreement at any time without giving any reason. For the purposes of the following clauses, the "Notice Date" and "Cancellation Date" shall then be the date on which We give notice of Our cancellation. Should We cancel this agreement prior to the completion of the design of the Website We will refund to You the amount paid for the design and any Licence payments. Should We cancel this agreement following the completion of the design of the Website We will refund to You any Licence payment made after the most recent Licence Renewal Date.

4.5 The date upon which the Licence terminates ("Termination Date") is either the Cancellation Date or, at Your request, any other date on or after the date of such request and before the Cancellation Date. Should the Termination Date precede the Cancellation Date, all remaining Licence payments will become due on the Termination Date.

4.6 Upon cancellation, We agree to provide a static copy of the Website ("Site Rip") if requested by You before the Termination Date. Should You request a Site Rip on or after the Termination Date, You will incur an additional administration fee. You accept that any dynamic functionality will not be present in the Site Rip, including but not limited to form, editing, and e-commerce functionality.

4.7 Upon payment of an administration fee of £20 plus VAT (or €30 at trade prices) We agree to transfer control of Your domain names to a registrar nominated by You. Control of Your domain names will not be transferred until this administration fee has been paid in full. You accept that We will not renew registration of any domain name after cancellation, and that failure to nominate a registrar will therefore lead to the expiry of domain names concerned. You understand that We will remain responsible for the domain names until their transfer or expiry, after which We have no further responsibility.

4.8 Domain names are registered for a minimum term of 12 months from the date of registration. Should You request that We cancel a domain name or transfer control of a domain to another registrar before the end of the minimum term, Your remaining payments for the domain name will become due immediately.

4.9 We will store the Website data for a period of 6 calendar months following the Termination Date unless You instruct Us, after the Notice Date, to delete the Website data.

5 Defects

5.1 We will inform You once the design of the Website has been completed. It is Your responsibility to inform us of any errors in the design of the Website. If the design of the Website is not in accordance with this agreement for any reason Your sole remedy is limited to Us making good any errors or omissions.

6 Improper Use

6.1 The Website, Software, and any other services we provide to You (collectively "Services") may only be used for lawful purposes. You agree to indemnify Us and hold Us harmless from any and all claims resulting from unlawful use of the Services.

6.2 We reserve the right to modify or restrict access to the Website, without giving notice, if We have reason to believe that the Website may be in breach of relevant legislation. We will incur no liability in relation to this action, even if the Website is subsequently determined not to be in breach of relevant legislation.

6.3 The Services may only be used in accordance with the Acceptable Use Policy, as displayed at <http://itseeze.com/acceptable-use-policy/>. We reserve the right to modify the Website and/or restrict access to the Services, without giving notice, if We believe You have breached the Acceptable Use Policy.

6.4 You may not use, nor permit the use of, the Services for the sending of unsolicited and/or bulk e-mail. We reserve the right to disable e-mail services without notice upon learning of such activity. We reserve the right to seek legal remedy if such activity impacts Our ability to provide services to other customers.

6.5 If You have purchased a licence for "it'seeze Lite", You understand that the "it'seeze Lite" package is intended for websites with limited content. You may not enter more than 4000 characters of text per page for a Website on the "it'seeze Lite" package. We reserve the right to modify the Website to enforce this restriction.

7 Exclusions of Liability

7.1 We will incur no liability for any errors in Your instructions or the Initial Content not corrected by You. You take full responsibility for ensuring that Your instructions and the Initial Content are correct.

7.2 You are responsible for maintaining the confidentiality of Your passwords and for restricting access to any device You use to access the Services. We will incur no liability for any consequence of Your failure to ensure such confidentiality and access restrictions. You agree to indemnify Us and hold Us harmless from any and all claims resulting from unlawful actions carried out through Your account.

7.3 The Services are provided without any warranty or condition or representation as to their fitness for any particular purpose.

7.4 We may provide You with an estimated time scale for the design of the Website. Such estimates are strictly advisory and are not guarantees. We will incur no liability for delays in the design of the Website.

7.5 We make no guarantees in relation to the availability of the Website, and will incur no liability if the Website is temporarily unavailable for whatever reason.

7.6 We will incur no liability if any aspect of the Website that is dependent on a third-party service ceases to function, or if any material We produce for use with a third-party service ceases to be usable, due to the actions of that third party.

7.7 In the event of any breach of contract by Us, the remedies available to You are limited to damages. Under no circumstances shall Our liability exceed the amount paid.

8 Force Majeure

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

9 Intellectual Property

9.1 You accept that we own all rights, interest, and title in the Software, including all intellectual property rights. These rights are protected by intellectual property laws both in England and Wales and internationally. You agree not to reproduce, modify, or otherwise create derivative works from the Software.

9.2 We may license content ("Stock Content") from third parties ("Stock Suppliers") for use on Your Website. You understand that such licences prohibit the use of Stock Content outside of Your Website, including but not limited to use in printed matter or on other websites that You may operate now or in the future. You agree not to use Stock Content in a manner that would place Us in violation of Our contractual agreements with the Stock Suppliers concerned.

9.3 You agree that by submitting content through the Software and making such content available to the public, You grant Us a perpetual, non-exclusive, worldwide, royalty-free licence to reproduce, modify, adapt, publish, and distribute such content. You represent and warrant that You have the necessary rights to grant such rights to Us.

9.4 You accept that in some circumstances We may be unable to register a domain name using Your contact details. You agree that in these circumstances We may register the domain name using Our contact details. Notwithstanding the contact details used, We disclaim ownership of any domain name registered at Your request.

10 Agents of Seller

10.1 Our agents may have assisted You in Your purchase of the Website. Our agents are not employed by Us and We take no responsibility for their presentations, written or verbal communication, or other actions. You take full responsibility for all material supplied in connection with Your Website.

11 Disputes

11.1 In the event of any dispute with Us, You are entitled to use the Online Dispute Resolution service at <http://ec.europa.eu/consumers/odr/>.

12 Assignment

12.1 You may not assign the benefits of this agreement to any other party.

13 Prior/Other Statement

13.1 No statement, description, information, warranty, or recommendation contained in any catalogue, price list, advertisement, or other promotional material or made verbally by any of Our agents or employees shall operate to vary these conditions.

14 Notices

14.1 A notice required or permitted to be given by Us to You under these Terms shall be delivered to the e-mail address You have specified in Your account. Notice shall be considered to be received by You within 24 hours of the time it is e-mailed to You. We will incur no liability for Your failure to receive such a notice due to any errors in Your specified contact details not corrected by You.

14.2 A notice required or permitted to be given by You to Us under these Terms shall be delivered in writing to Our registered business address.

15 Changes to Terms and Conditions

15.1 We may at any time, and at Our sole discretion, modify these Terms (a "Change") by giving notice of the Change and publishing a revised version of this agreement on Our website at <http://itseeze.com/terms-and-conditions/>.

15.2 A Change will take effect one calendar month after We give notice, except where the Change is required by law or the Change neither reduces Your rights nor increases Your responsibilities. In such cases, the Change will be made without notice and shall take effect immediately.

15.3. If You do not accept a Change, You must cancel Your website. If You do not object to a Change by cancelling Your website within the one calendar month notice period, You will be deemed to have accepted the Change.

16 Validity

16.1 If any provision of these terms and conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the terms and conditions in question shall not be affected and shall remain in full force.

17 Governing Law

17.1 The law of England and Wales governs this contract and the parties submit to its exclusive jurisdiction.

These Terms And Conditions, along with the Terms Of Sale, constitute an offer from Spoton.net Limited, registered company 06139437 in England and Wales ("We" or "Us") to _____ of _____ ("Your Company"), represented by _____ ("You").

By signing below You are confirming Your acceptance of this offer on behalf of Your Company. You represent and warrant that You have the legal authority to commit Your Company to these Terms And Conditions and the Terms of Sale.

Name:

Date:

Signature: