

Definition of our terminology as used within this document:

- 1.A 'Project' is any work undertaken or service provided by Staple Digital Ltd for the client on their request and as described in our confirmation order email to that Client.
- 2.'You' or 'Client,' is a person, persons, business or organisation using any of the services provided by Staple Digital Ltd.
- 3.'We' or 'us', means Staple Digital Ltd
- 4.'Live Mode' means the date the website is available on the client's chosen domain.
- 5.'Domain' is the website address as specified by the client.
- 6.'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
- 7.'Hosting' is a yearly cost to keep a client's website activated online.
- 8.'Content' is both text and images that the client requires on the website.
- 9.'mb' stands for megabytes and is a measure of storage space.

General

- 1.The contract between Staple Digital Ltd and the client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
- 2.The works to be carried out shall be as set out in the Staple Digital Ltd invoice which can be found attached to the confirmation order email.

Legalities, Copyright and Intellectual Property

- 1.Staple Digital Ltd shall expect the client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal. Please ensure that any images or content you supply or use on your website, is legally available for you to use. We cannot be held responsible for the illegal use of images, content or format of material supplied by the client. Staple Digital reserve the right to remove any website from its servers if it has reason to believe that it is operating illegally.
- 2.Where images used on the website have been purchased by Staple Digital Ltd on behalf of the client, these images are restricted by license for use on the website only and are limited to 15 images per project. Staple Digital Ltd are not liable for misuse of these images by the client or any other person's copying, altering or distributing the images to individuals or other organisations.
- 3.Staple Digital Ltd makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by

the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

4. Staple Digital Ltd cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Staple Digital Ltd.

Paying for your project

1. We charge for the design and development of websites at various stages. Before we start work, a 50% deposit of the total sum due is payable (the deposit). When the website design is approved by you and the home page is completed, a further 25% is due (design payment). The final 25% is payable when the website is complete and ready to 'go-live' (final payment) Your website will only be switched to 'live' mode when it has been paid for, in full. The initial deposit payment is non-refundable after Staple Digital has committed resource or completed research and/or design work on the client's behalf.

2. Staple Digital Ltd will charge 1.9% fee for all payments made using a credit or debit card. This fee is charged due to the costs incurred by Staple Digital for receiving such payments by our service provider. If this is not acceptable to the client, we also accept BACS and cheques as alternative payment methods which will incur no payment fees. If paying by cheque, please understand that we will have to allow the cheque to clear the banking system before starting or continuing with your project.

3. Staple Digital Ltd own all design and code of the website until final payment has been received in full. On receipt of final payment full ownership of the site files are handed to the client, this includes all design, branding and code.

Communication

1. Email is our primary method of contact with regard to all communication for your website design and development. We have website designers and developers working for us in various parts of the world including India, Serbia, Japan, Estonia and Pakistan, as well as here in the UK. Email is obviously the most efficient and cost-effective form of contact. If you have any problems with the design or development of your website that your developer is unable to resolve by email, you can contact our telephone support service during UK office hours on 0800 118 5285. For geographical reasons, direct telephone contact with your assigned designer/developer maybe impractical.

2. It is the client's responsibility to inform us by email of any change in email address so we always have valid contact details. We cannot be held liable in any way for problems relating to communication issues if we are not supplied with a valid email address. Some of our systems rely on this email to inform you of various important information. We also advise that clients check junk and spam folders regularly.

3. It is important for the client to keep in contact with Staple Digital Ltd throughout the entire project. If a client does not make contact for more than 2 weeks, we will make up to 5 attempts to contact the client by email using the email address for the client held on file. If we do not receive a response to these attempts of contact the project may be terminated, and the deposit will not be refunded. If the client wishes to postpone the project for a period of longer than 2 weeks, please contact us. Otherwise the project may be archived. We reserve the right to levy a £50 plus VAT administration fee if the client returns after an unapproved postponement where the time since last contact is less than 6 months and wishes to continue work on their project.

4. If a client returns from an unapproved postponement and the last contact is more than 6 months, we shall need to provide a new quotation for the project and your original deposit will be non-refundable or transferable.

Website Design and Development

1. Design is subjective, and for this reason we offer 'unlimited design revisions'. This means that we will continue to work with you on your design concept until you are happy with our proposal. The unlimited design revision period ends when the client accepts the design proposal and home page draft. Design changes beyond this point are subject to additional charges.

2. Staple Digital Ltd will provide the client with an expected completion time frame for the project (live on the internet) if requested. Staple Digital Ltd will provide a client access to its 'Project Cycle' documentation to ensure a client is fully aware of the responsibilities they have to ensure a successful and timely development.

3. Open Source software (OSS) is publically available software that may be adapted or modified to suit particular applications. OSS may be used to help develop elements of the functionality of the client's website to speed development and add functionality. Where Open Source software is used, the ownership of the site coding and any customisations made by the developer is still passed to the client upon final payment.

Hosting and Search Engine Optimisation

1. Staple Digital Ltd will host the website if the client requires us to do so and on receipt of full payment of our hosting fees. In doing so, Staple Digital Ltd will provide a reliable and professional service to the client at all times, excluding unavoidable technical failures. All standard hosting offered by Staple Digital Ltd is limited to 500mb of website space unless otherwise stated in a separate contract.

2. Staple Digital hosting is annually renewable. The date of renewal will be 12 calendar months from the date the website was made live. Staple Digital will contact the client 6 weeks before the renewal date and hosting services are not obligated.

3. The hosting renewal charge must be received within 10 days of the hosting expiry date. We reserve the right to deactivate any website when the hosting has expired and the client has not paid the renewal charge. We reserve the right

to charge an administration fee of £50 plus VAT for reactivating the website/hosting.

4.If the client does not use Staple Digital Ltd hosting services, then the management and hosting of the domain name are the full responsibility of the client.

5.If the client does not wish to renew the hosting the site files and associated data can be made available to the client fee free on request and the domain name can be transferred to the client's registrar account. Should the client instruct us to upload and configure the site and domain name to a third party server this work will be subject to charge.

6.Staple Digital reserve the right to delete the website from our servers 3 months after the date your hosting expired if you choose to not renew the hosting.

7.Staple Digital Ltd do not take any responsibility for a client's website rank on search engines. This also includes any potential website downtime that can occur. When updating, changing, creating and hosting a client's website, there could be a change in the websites search engine ranking.

Domain Names and Links

1.If required, a domain name will be registered by Staple Digital Ltd on behalf of the client once we have received payment in full. Although the domain names are registered to us, the client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, we will do this within a reasonable timeframe.

2.Domain names require yearly renewal and there is an associated fee for this. Each client who hosts their website with Staple Digital receives 1 free domain name renewal every 12 months as part of their hosting providing they pay their hosting renewal fee.

3.Any domain name renewal is the responsibility of the client. Staple Digital will attempt to contact the client by email up to 2 weeks in advance of a domain renewal being due. If the client doesn't pay to renew their domain name, the domain name shall not be renewed. We advise that you contact us 50 weeks after you purchase or renew a domain if you wish to renew it for another year.

4.Staple Digital Ltd provides links or references to our client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended client site at all times.

5.We place a small text link on the footer of our client's website that simply states the website was designed by Staple Digital and links to our company website. This link can be removed, if required.

Support

1.While a website is hosted with Staple Digital Ltd, we shall be available between the hours of 9.00am and 5.30pm Monday - Friday. This excludes all

bank holidays. Within a reasonable time period we will look to fix any issues with the website which are not due to a customer's doing.

2. Staple Digital Ltd email accounts are available on any device that supports email. These include the Apple iPhone and Samsung Galaxy as well as many others. Staple Digital will provide instructions on how to setup email on these devices via our support area on our website. We are not able to provide email or phone support for these devices.

•(*) Staple Digital Ltd will not tolerate any form of harassment against its employees from customers or third parties and we reserve the right to cancel a contract without refund in the event of unreasonable or inappropriate conduct. This includes threatening behaviour and abuse directed towards our employees thereafter any further communication must be via postal mail only.