

# Creative Squeeze Ltd – Web Development Terms and Conditions

## 1. General

- 1.1 These terms and conditions together with any Quotation and Site Specification given to the customer form the contract between Creative Squeeze Ltd. "Creative Squeeze" and the customer. These terms supersede any prior verbal agreement. Any deviation from these terms must be agreed in writing on the order form.
- 1.2 Creative Squeeze is not responsible for the performance of third party services that are introduced to the customer. If the performance of a third party falls short of the level required, Creative Squeeze will make every effort to source an alternative supplier.
- 1.3 The customer agrees that Creative Squeeze can use the customer's company name in its own customer list. If the customer does not wish to appear on the Creative Squeeze customer list, Creative Squeeze will remove them at the customer's request.
- 1.4 The customer agrees to credit Creative Squeeze in the footer of the home page of their site by displaying a text hyperlink back to the Creative Squeeze website.

## 2. Duties

- 2.1 The customer's signature on the quotation order form is evidence that it will:
  - 2.1.1 Provide all data reasonably required by Creative Squeeze to complete the contract within a reasonable period of time.
  - 2.1.2 Maintain a retrievable record, copy or original, of all data provided to Creative Squeeze, who will not be responsible for loss or damage to any data.
- Use the product or service provided by Creative Squeeze only for the purposes of its own business.
- 2.1.3 Not sell or franchise the product or service to any third party without express permission from Creative Squeeze.
- 2.2 The customer warrants that it owns all the data required for the services to be performed hereunder and has absolute rights to use such data for such purposes.
- 2.3 For web design projects a "Project Specification" will be issued which will detail customer expectations and the anticipated time length of the project. Failure on behalf of the customer to meet these expectation deadlines may result in a delayed project. At the discretion of Creative Squeeze an interim payment of the total project value may be charged for projects that are delayed by the customer failing to meet their expectations as detailed in the Project Specification.

Creative Squeeze will:

- 2.4.1 Act professionally at all times to preserve the customer's intellectual property or other rights in its information or materials.
- 2.4.2 Comply with reasonable requests of the customer and deal cordially with its representatives.
- 2.4.3 Be responsible for the accuracy and comprehensiveness of the data supplied in relation to a project.
- 2.4.4 Use its best endeavors to provide within the anticipated time length of the project a site that meets all of the agreed requirements of the Project Specification. Following completion of the site Creative Squeeze will provide to the customer, free of charge, a 3 months site maintenance support service.

Any software "bugs", spelling errors and functionality failures will be rectified free of charge during this period. This service does not include any design modifications, functionality changes or site enhancements. Such items are subject to a separately negotiated maintenance agreement or one-off amendment charge.

## 3. Variations

The customer may at any time request variations to the Site Specification by written notice to Creative Squeeze.

- 3.2 Within 5 working days of receipt of a request for variation or such other period as may be agreed Creative Squeeze shall indicate by notice in writing to the customer the terms upon which Creative Squeeze will perform the requested variation, including the effect of the variation on the price payable by the customer.
- 3.3 If Creative Squeeze serves a notice pursuant to 3.2 above the customer shall within 5 working days of the date of Creative Squeeze written notice elect by written notice to Creative Squeeze whether or not it wishes the variation to proceed. In the absence of a customer's notice Creative Squeeze shall assume the variation is not to proceed.

## 4. Creative Squeeze Charges

- 4.1 The customer will be invoiced in accordance with the timetable.
- 4.2 VAT will be added to the service charge at the current rate where appropriate.
- 4.3 At Creative Squeeze's total discretion interest and compensation on outstanding invoices will be charged either in accordance with The Late Payment of Commercial Debts Regulations 2002 or at the rate of 5% above the base rate of Barclays Bank at the date of invoice and/or completion of the contract on the remaining balance of all invoices which are overdue for a period in excess of 15 days, unless stated otherwise on the invoice.
- 4.4 All fees quoted are in British pounds sterling and must be paid in this currency.

## 5. Intellectual Property Rights

- 5.1 Creative Squeeze and its suppliers retain all intellectual property rights, interests and title in and over their website designs, products and systems and all trade secrets, copyright, patent rights, ideas and any other intellectual property rights in relation thereto remain the exclusive property of Creative Squeeze or its suppliers, unless otherwise stated in the 'Project Specification'. Any such rights, interests or title in any intellectual property pass to the customer only upon receipt of full payment of all project invoices due for stages completed.
- 5.2 Creative Squeeze grants to the customer a royalty free, world-wide, non-exclusive license for the following uses of the customer's website:
  - 5.2.1 the promotion of the customer's business or activities using the Internet
  - 5.2.2 the marketing and advertising of the customer's business or activities including the reproduction of screen shots in print and electronic media within the customer's organization and externally.

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- 5.3 Creative Squeeze will indemnify the customer against any and all actions or claims incurred by the customer arising out of any actual or alleged infringement of any patent, copyright or trade secret in respect of material supplied by Creative Squeeze in pursuance of the web development project provided that:
- 5.3.1 the action and/or claim does not arise as a result of the unauthorized modification or alteration or adaptation of the site content by the customer and
- 5.3.2 the action and/or claim does not arise as a result of the use of software or equipment not supplied or approved by Creative Squeeze and
- 5.3.3 the customer notifies Creative Squeeze immediately of any claim or demand made or action brought against it and has not made any comment or admission to any third party in respect thereof and
- 5.3.4 Creative Squeeze shall have conduct of all proceedings or negotiations relating to such allegations or claims and shall deal with the same as it sees fit in its absolute discretion and
- 5.3.5 the customer shall provide all reasonable assistance to Creative Squeeze in relation to the conduct of such litigation and/or negotiations
- 5.4 Creative Squeeze accepts no liability for any loss, damage, costs or liability suffered by the customer in the event that the use of third party software triggers a claim by any party that their intellectual or other property rights have been infringed. Should Creative Squeeze have any rights against the owners of such third party software it will endeavour, at the customer's expense, to enforce such rights for the customer's benefit.
6. Domain Names
- 5.1 The contract for the registration of domains is between the customer and the appropriate Naming Authority. Creative Squeeze cannot guarantee that customers will be able to register any requested name and until customers have been given specific confirmation of registration they cannot assume that registration has been affected.
- 5.1 The responsibility for ensuring that the customer's choice of domain name does not infringe the rights of a third party lies with the customer. The customer agrees to defend, indemnify and hold harmless Creative Squeeze against liabilities arising in respect of any such infringements.
7. Disclaimer
- 7.1 Creative Squeeze' entire liability to the customer in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement shall be strictly limited to the charge specified in the customer contract.
- 7.2 Creative Squeeze will have no further liability for any loss, damage, costs or liability whatsoever which the customer may incur including without limitation lost sales, profits, indirect and or consequential losses.
- 7.3 Creative Squeeze shall not be responsible for any loss or failure caused by the fault of any Internet Service Provider or the incompatibility of its software with any third party. Creative Squeeze does not represent or warrant that a customer's URL will achieve a favorable position, or any position, within search engines.

7.4 Without limitation to the above Creative Squeeze makes no warranties of any kind, expressed or implied for services we provide. Creative Squeeze disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Creative Squeeze and its employees. Creative Squeeze reserves the right to revise its policies at any time.

7.5 Neither party to this agreement shall be liable for any failure or delay in performance of this agreement due to any act of God, war, strike, lockout, industrial action. fire, flood, drought, storm or other event beyond the reasonable control of either party.

### 8. Indemnification

The customer agrees to defend, indemnify and hold harmless Creative Squeeze against liabilities arising out of any material supplied by the customer infringing or allegedly infringing on the proprietary rights of a third party;

### 9. Termination

Creative Squeeze will use all reasonable endeavours to complete its obligations under the customer contract. If Creative Squeeze is unable to do so for reasons beyond its reasonable control it may terminate the customer contract by giving 15 calendar days notice in writing. In such circumstances, Creative Squeeze shall render an invoice for such part of the service or product that has been delivered or completed and not previously billed. Upon receipt of full payment, ownership of all design, artwork and programming files shall pass to the customer.

### 10. Non Solicitation of Staff

The customer agrees that during the term of this agreement and for an additional period of 6 months after termination, the customer shall not directly or indirectly canvas with a view to offering or providing employment to, offer to contract with or entice to leave any employee of Creative Squeeze engaged in the performance of the services.

### 11. Assignment

11.1 The customer shall not assign, transfer or sub-contract the benefit and/or burden of this agreement without the prior written consent of Creative Squeeze.

11.2 Creative Squeeze may assign, transfer or sub-contract the benefit and/or burden of this agreement, unless otherwise agreed.

### 12. Confidentiality

Each party to this agreement will at all times keep confidential information acquired in consequence of this agreement, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

### 13. Dispute Resolution

All disputes or differences under or arising out of this agreement may be referred to a single arbitrator to be agreed upon by the parties or in default of agreement by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

### 14. Invalidity

If any provision of this agreement is held to be void or declared illegal, invalid or unenforceable for any reason that provision shall be divisible from this agreement and shall be deemed to

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be deleted from it and the validity of the remaining provisions shall not be affected.

### 15. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England.