



## Terms and Conditions

**Pure and Simple Web Design provides affordable and quality websites to companies and individuals throughout the United Kingdom. The web hosting services are provided by a professional 3<sup>rd</sup> party web hosting company. Pure and Simple Web Design reserves the right to suspend or cancel a customer's access to any or all services provided by Pure and Simple Web Design when Pure and Simple Web Design decides that the account has been inappropriately used or otherwise abused.**

### **INTELLECTUAL PROPERTY AND COPYRIGHT**

Your website has been designed by Pure and Simple Web Design for your personal or business use. Any content and images provided by you are obviously your own to do with as you please. All coding, scripts and applications used within the site are the owned by Pure and Simple Web Design and / or the accredited author and may not be distributed or used on other web sites.

Pure and Simple Web Design retains the copyright for the HTML, CSS, and JavaScript code and you may use the site we designed for you as long as you continue to credit the code and design to us (*See Accreditation Below*). We do this because we use similar coding techniques on many websites and need to be able to reuse portions of code in order to keep everyone's costs down. You are paying for our expertise, which includes code that we have developed for this project, as well as that which may have evolved over the course of working on previous projects.

### **ACCREDITATION & DESIGN CREDIT**

Pure and Simple Web Design will add an accreditation and back link into the footer of all the sites they create. This accreditation and back link must remain intact in its existing format. Removal of this will release the client from the rights to use the code and scripts created by Pure and Simple Web Design in their site. The client also agrees that their website may be presented in Pure and Simple Web Design's portfolio.

### **SERVER USE**

Personal account holders are not permitted resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as not allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

Pure and Simple Web Design reserves the right to refuse service and /or access to its servers to anyone.

Pure and Simple Web Design **does not** allow any of the following content to be stored on its servers:

- **Illegal Material / Images** – This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.
- **Adult Material** – Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of “adult material” is left entirely to the discretion of Pure and Simple Web Design
- **Warez** – Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide “links to” or “how to” information about such material.

## **ACCESS REQUIREMENTS**

If the Client’s website is to be installed on a third-party server, Pure and Simple Web Design must be informed prior to the project commencing and must be granted temporary read/write access to the Client’s storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server such as access to MySQL databases.

## **HACKED/COMPROMISED WEBSITES**

Pure and Simple Web Design cannot be held responsible for any hacked/compromised websites. A site that has been compromised may be taken offline immediately until the website has been secured and cleaned of any hacks/viruses. It is the customer’s responsibility to make sure their website does not get hacked; similarly it is the customer’s responsibility to make sure that any costs needed to make the website safe again will be chargeable to them.

## **DOMAIN NAMES POLICY**

All domain names are provided from Nominet and ICANN Approved Suppliers and reference should be made to their own Terms and Conditions. For more information, see with NOMINET UK and the Internet Corporation for Assigned Names and Numbers (“ICANN”).

Pure and Simple Web Design may register one or more domain names on its customers’ behalf providing that this has been agreed with the appropriate customer. These will be registered in the customer’s name where the customer becomes responsible for its renewals, or in the name of Pure and Simple Web Design where they will bill the client for renewals.

## **PAYMENT POLICIES**

All payment is in UK sterling and is paid to Pure and Simple Web Design and will be detailed and agreed in contract that is out of scope of this document. Typically terms are 50% deposit and 50% upon completion prior to the site going live.

Pure and Simple Web Design reserves the right to suspend its services until any outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request giving one full calendar months notice.

## **PAYMENT OPTIONS**

Pure and Simple Web Design accepts the following payment options:

- Cheque: Pure and Simple Web Design cannot guarantee that a service will be provided until after any received cheques have been cleared.
- Bank Transfer (Standing Order or Internet Transfer).

## **CANCELLATION AND REFUNDS**

Pure and Simple Web Design reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the hours allowed to complete the site less the development time up to that period. Domain names registrations and annual hosting fees cannot be refunded, and these are normally stated in a quotation for web design.

## **INDEMNIFICATION**

Customer agrees that it shall defend, indemnify, save and hold Pure and Simple Web Design harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Pure and Simple Web Design its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Pure and Simple Web Design against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Pure and Simple Web Design server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Pure and Simple Web Design server.

## **DISCLAIMER**

Pure and Simple Web Design will not be responsible for any damages your business may suffer. Pure and Simple Web Design makes no warranties of any kind, expressed or implied for services we provide. Pure and Simple Web Design disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, hacked/compromised websites and any and all service interruptions caused by Pure and Simple Web Design and its employees. Pure and Simple Web Design reserves the right to revise its policies at any time.

Pure and Simple Web Design will not be responsible for the information contained on its customer's website. This includes all type of information: Images, videos, animations, sounds, text and other files. The customer is responsible for the veracity and legality of the information provided on their website.