



**TERMS & CONDITIONS (Web Development)
OF PROPECTUS MARKETING SOLUTIONS LTD**

The following terms and conditions apply to all website design and document design services offered by Profectus Marketing Solutions Ltd. By ordering any services from Profectus Marketing Solutions Ltd you are agreeing to the following terms and conditions:

1. These Terms and conditions shall be until the agreed upon website / development work is completed within the time frame specified. Upon completion of your website, it will remain the copyright and property of Profectus Marketing Solutions Ltd until your payment is received in full. Once payment is received, the website / development work shall be sent to you on CD.
2. The Client is solely responsible for supplying website content, authoring, organisation, images unless stated in the agreed upon specifications. Profectus Marketing Solutions Ltd does not accept any responsibility for false / libellous statements, copyright infringements (be it text or image) or any other legal issues that could lead to prosecution by a third party.
3. Profectus Marketing solutions Ltd reserves the right to collect full payment if the content is not recieved within 14 days of the request date.
4. Profectus Marketing Solutions Ltd makes every effort to design pages which display acceptably in the most popular and current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed and signed off.

5. DEVELOPMENT PROCESS

During each stage of development we will require your confirmation for approval of the work carried out before we proceed to the next stage, e.g. functionality, design, layout, buttons, etc.

- 4.1. During the development stages we will make minor changes upon request providing there are valid / reasonable reasons - these will be made at no extra cost. If however, you (the client) decide to make changes after already confirming your acceptance of the original design, then, at our discretion, costs will be incurred. Charges would be incurred should you require the functionality and work flow of the design service provided to be changed from what has been outlined and agreed in the order form.
- 4.1.1. Once the project has been completed, future additions of features will be dependent on the work involved. All costs will be in-line with the original development work. All our sites are designed so that improvements, modifications and additions can be made without having to "start from scratch" or re-create the development work originally created. We aim to make any modifications to existing projects as cost effective as possible.

5. SUPPORT

Free e-mail and telephone support (as long as you call us) is available to assist you with the operation of the design work carried out. If necessary we will also provide electronic instruction leaflets at no extra cost. The training / support provided will be more than adequate to give you an understanding of how the design work carried out works, runs and can be maintained (such as the databases on a website). The training / support does not cover the modification / creation of design aspects and other technical skills involved in website design /development.

6. MANAGEMENT

A separate agreement can be arranged to outline our role in the management / updating of information on websites should you require. When the agreement is made we will also decide on the prices involved as this would depend on how "hands on" and how involved you want us to be in the running and administration of your website.

7. TERMINATION

Your rights to terminate the contract during the development of the site will depend on the reasons involved. If you are unhappy with the work we have provided and fail to make the changes / modifications requested by yourself (the client), then you have the right to terminate the contract. If however, you have confirmed approval of the work during the various stages of the development and then choose to terminate the contract, we will need reimbursing for the work carried out. The amount will depend on what stage of development we have reached. Should you decide to terminate the contract once work on any database or bespoke solutions has commenced, we would need to be fully reimbursed.

8. FEES & PAYMENT

The following fees shall apply to all clients: A total fee will be agreed upon after an initial consultation. An order form is sent out to the client specifying the agreed fee and work specifications to be carried out by Profectus Marketing Solutions Ltd. Fees for design work and database development require an initial deposit payment of 50% of the total solution cost, excluding support or on-going charges. And the final 50% payment will be due upon completion of the project, before the website or other work is uploaded to the live area. The costs incurred for: domain registration, hosting set up and hosting are due immediately on purchase of which a separate invoice will be raised (please read our Hosting and Domain Name Terms and Conditions). Maintenance, if included in this contract, shall be due on a month by month basis, unless otherwise stated. Profectus Marketing Solutions Ltd agrees to

complete this project within the agreed cost for the work required, unless the Client requires additional work or services not agreed upon. Profectus Marketing Solutions Ltd will not charge any fees in addition to those specified in this contract without first consulting the Client and reaching an agreement regarding this.

9. COSTS

If it becomes necessary for Profectus Marketing Solutions Ltd to bring any action to collect any sums due under this Agreement, it shall be entitled to collect, without prejudice to any other remedy, in addition to all damages, its costs of collection and any outstanding costs. Legal action proceeds immediately after the due date set out in clause 4. In the case of work remaining unpaid, we may at our discretion, disable access to your website, notifying website visitors who attempt to access that work accordingly until payment is received and cleared.

- 9.1. If changes are to be made after a design project has been completed and approved by the client, extra charges will be made depending on the type of work to be carried out and the time necessary to complete those changes. Any alteration or deviation from the original agreed specifications with Profectus Marketing Solutions Ltd will only be executed upon agreement with Profectus Marketing Solutions Ltd. These changes may result in extra charges being accrued.

10. CONFIDENTIALITY

Profectus Marketing Solutions Ltd acknowledges that this Agreement creates a confidential relationship between Profectus Marketing Solutions Ltd and the Client and that information concerning the Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning the Client is hereinafter collectively referred to as "Confidential Information." As work is being carried out Profectus Marketing Solutions Ltd will initially place you or your company's website on one of our demonstration servers during development, to allow you or your company the opportunity to view and comment upon the website's progress.

- 10.1. Profectus Marketing Solutions Ltd agrees to take reasonable steps to ensure that its staff and subcontractors are bound by the provisions of this clause.
- 10.2. This Clause shall not apply to information that is or becomes public knowledge otherwise than through the default of the party concerned, or is already in the receiving party's possession, or is legally acquired by such party from a third party, or is required by law to be disclosed.
- 10.3. Profectus Marketing Solutions Ltd is fully compliant with the data protection act.
- 10.4. Profectus Marketing Solutions Ltd may seek, and the Client shall not unreasonably withhold, permission to publicise Profectus Marketing Solutions Ltd's involvement directly by its trademark symbol affixed to the website or through press and other media.

11. NON-DISCLOSURE

Profectus Marketing Solutions Ltd agrees that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to the Client all documents, papers, and other matter in its possession or control that relate to the Client.

12. COPYRIGHT

All pages, images, text and code on Profectus Marketing Solutions Ltd's web site at <http://www.profectus-marketing.co.uk/> is copyrighted material.

- 12.1. Copyright of the completed web designs, images, pages, code and source files created by Profectus Marketing Solutions Ltd for the project will be provided to the Client upon final payment only by prior written agreement. Without agreement, ownership of designs and all code remains with Profectus Marketing Solutions Ltd.
- 12.2. These terms of use grant a non-exclusive limited license so that the Client can use the design on one web site on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and Profectus Marketing Solutions Ltd
- 12.3. The Client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the Client and Profectus Marketing Solutions Ltd.
- 12.4. The Client hereby agrees that all media and content made available to Profectus Marketing Solutions Ltd. for use in the project are either owned by the Client or used with the full permission of the original authors. The Client agrees to hold harmless, protect and defend Developer from any claim or suit that may arise as a result of using the supplied media and content.
- 12.5. The Client agrees that Profectus Marketing Solutions Ltd. may include development credits and links within any code, designs and or builds.

12.6 The Client agrees that Profectus Marketing Solutions Ltd reserves the right to include any work done for the Client in a portfolio of work.

13. WARRANTY

Following acceptance by the client, Profectus Marketing Solutions Ltd will warrant any Solutions created for 30 (THIRTY) days from acceptance date. During this period Profectus Marketing Solutions Ltd will correct any faults against the Solution Requirement as modified by any detailed documented changes during the course of the supply. The Client will pay Profectus Marketing Solutions Ltd's standard daily fee rates for all time spent on investigating submitted 'faults' that are established to be correctly functioning.

14. If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.

15. LIABILITY FOR LOSS, DELAY OR DAMAGE

Profectus Marketing Solutions Ltd shall not be liable to the Client for loss of profits, goodwill or any type of special, indirect, incidental or consequential loss (including but not limited to loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Profectus Marketing Solutions Ltd had been advised of the possibility of the Client incurring such loss. Further, Profectus Marketing Solutions Ltd shall not be liable for any such delay or failure resulting from a request by the Client for any change made to the supply of the design service being provided, failure or delay on the part of the client or any sub-contractors beyond its reasonable control or the unavailability of materials, failure of the public electricity supply, failure of any telecommunications service provider; and

15.1. Profectus Marketing Solutions Ltd shall have no liability in respect of any product or services to be supplied by the Client or any third party.

15.2. Save as expressly provided herein, all other terms and conditions, warranties or representations whether expressed or implied (by statute or otherwise) relating to the Solution and the supply of the Solution or imposing liability on Profectus Marketing Solutions Ltd is hereby excluded.

15.3. If Profectus Marketing Solutions Ltd is prevented from meeting its obligations due to any of the aforesaid causes it shall notify the Client of the circumstances and the Client shall grant a reasonable extension for the performance of the Agreement.

16. FORCE MAJEURE

Neither party shall be liable for any delay in meeting or for failure to meet its obligations under the agreement due to any cause outside its reasonable control including (without limitation) Acts of God, war, riot, malicious act of damage, fire, flood, acts of any government or public authority.

17. Profectus Marketing Solutions Ltd reserves the right to change, or amend these terms and conditions at any time, without prior notice. We will however inform any clients who may be affected by these changes.