

## AP Net Solutions Terms and Conditions

- 1 Definition of terms as used within this document:
  - 1.1 "AP Net Solutions" refers to Apricot Penguin Ltd Trading As AP Net Solutions. Apricot Penguin Ltd is registered in England and Wales No 6259175 with registered address of 9 Crabtree Close, Beaconsfield, Buckinghamshire, HP9 1UQ
  - 1.2 "Customer" means any person or business or organization using the products or services of AP Net Solutions.
  - 1.3 "Project" means any work undertaken or service provided by AP Net Solutions for the customer as a direct result of their request.
  - 1.4 "Domain" means a website domain name or website address as specified by the customer.
  - 1.5 "Open Source Software" means software made freely available to anyone under the GNU General Public License (GPL).
  - 1.6 "Hosting" means the yearly cost to keep a customers website activated online.
  - 1.7 "Content" means text, images and any other files either visible or not that are on the customers website.
  - 1.8 "Photoshop" means Adobe Photoshop or files produced using Adobe Photoshop.
  - 1.9 "Illustrator" means Adobe Illustrator or files produced using Adobe Illustrator.
2. General:
  - 2.1 These terms and conditions may be updated from time to time. It is the responsibility of customers and website visitors to ensure that they are fully aware of the current terms and conditions.
  - 2.2 The contract between AP Net Solutions and the customer 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.
  - 2.3 It is important for the customer to keep in contact with AP Net Solutions throughout the entire project. If we do not receive email contact from a

- customer for more than 3 months, then we reserve the right to terminate the project and then the conditions of section 4.3 will apply.
- 2.4 All images used on the website where provided by AP Net Solutions are strictly for use on the website only. AP Net Solutions are not liable for misuse of these images by the customer or any other person/s copying, altering or distributing the images to individuals or other organizations.
  - 2.5 AP Net Solutions will host the website if the customer requires us to do so and on receipt of full payment of all fees including hosting, domain, design, and amendments to websites. We will endeavour to provide a reliable and professional hosting service to the customer at all times but do not guarantee that the website hosting will be available at all times, especially in the event of a technical failure beyond our control. Hosting may be terminated or suspended in the event of fees not being paid within 7 days of invoice.
  - 2.6 AP Net Solutions cannot be held responsible for anything adversely affecting the customer's business operation, sales, or profitability that they might claim is a result of a product or service offered or supplied by AP Net Solutions.
  - 2.7 Unless otherwise explicitly agreed and stated in writing, the responsibility of AP Net Solutions is limited to designing customers' websites and excludes any updating, altering, maintenance, troubleshooting etc. of the customer's website/s once online. AP Net Solutions reserves the right to request additional payment to cover any or all of such work and/or to refuse to undertake such work.
  - 2.8 Where AP Net Solutions provides software in relation to the customer's site coded as php, cgi or other online script, then errors or omissions with this code must be notified to AP Net Solutions within 21 days of the site being live on the Internet. Notifications made after this period will form a new contract of work and will be liable to be charged at AP Net Solutions normal rates.
  - 2.9 Where AP Net Solutions provides software in relation to a customer's website that is provided as a software program designed to be installed on the customer's PC then any errors or omissions must be notified to AP Net Solutions within 21 days of supply of this software. Notifications made after this period will form a new contract of work and will be liable to be charged at AP Net Solutions normal rates. Furthermore AP Net Solutions does not guarantee that the software will be compatible with the customer's PC though we do test all software on systems running Windows XP and make every endeavour to ensure that software is robust

and reliable.

- 2.10 Where we have been asked to provide search engine optimisation for a customer, we do not guarantee any specific placement or high ranking on search engines.
- 2.11 AP Net Solutions will provide the customer with an expected project completion date (live on the internet) if requested. We will endeavour to meet any given deadline but we do not guarantee and are not bound in any way to complete the project by this date.
- 2.12 AP Net Solutions own all design, code and original artwork of the website until final payment has been received in full. Once final payment is received, the customer will then own the design and code only of the website. Any original artwork including Photoshop or Illustrator files remains the property of AP Net Solutions. Open source software is not owned by either AP Net Solutions or the customer but is used according to its own terms and conditions.
- 2.13 All images supplied by or to the customer are the sole responsibility of the customer regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the customer OR AP Net Solutions, they will be the sole responsibility of the customer.
- 2.14 Domain names will be registered by AP Net Solutions and also registered to the AP Net Solutions current address. Although the domain names are registered to AP Net Solutions, the customer will be the legal owner of the domain once all fees payable on the project have been paid in full. If the customer requests to have details changed or the domain transferred elsewhere, AP Net Solutions will do this within reasonable time subject to any applicable transfer fees as defined in these terms and conditions.
- 2.15 It is the responsibility of the customer to renew their domain names when due. If a domain name expires, AP Net Solutions cannot be held liable for this. However, AP Net Solutions will make reasonable effort to contact the customer regarding domain renewal.
- 2.16 If the customer does not use AP Net Solutions hosting services then the management and hosting of the domain name are the full responsibility of the customer.
- 2.17 AP Net Solutions has no control of, or responsibility for, the content of our customer's web sites. In no way does the textual or image based, or other media content of our customers web sites constitute any endorsement, or approval of the web site or the material contained within the web site by

- AP Net Solutions. AP Net Solutions is not responsible for verification of any of the materials; images or information contained within our customers web sites and is not responsible for the content or performance of these sites or for the customer's transactions with them. AP Net Solutions provides links or references to our customer's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but we do not guarantee or warrant that such links will point to the intended customers site at all times.
- 2.18 AP Net Solutions are not liable for loss, damage or corruption to files or information stored on our servers or hosting or individual PC's relating to a customers website. The customer is solely responsible for any information or files relating to their website.
- 2.19 If a domain name is purchased by the customer through a company other than AP Net Solutions, the customer has full responsibility in making sure that the domain name is renewed when due. AP Net Solutions cannot renew the domain name when annual hosting renewal is due if the domain name is purchased through a company other than AP Net Solutions.
- 2.20 AP Net Solutions may decide at its sole discretion not to apply any of these terms and conditions rigidly at any point in time. The decision by AP Net Solutions not to rigidly apply these terms at any set time does not preclude them being rigidly enforced at a later time should AP Net Solutions decide to do so.
- 2.21 AP Net Solutions makes no claims that the contents of this website (<http://www.AP Net Solutions.co.uk>) 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 you access this website from outside of the United Kingdom, you do so at your own risk and are responsible for compliance with the laws of your 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 the Website 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.
- 2.22 MONTHLY MAINTAINED SITES AND SOFTWARE such as those provided for BOOK IT PRO software will receive software updates as and when they are available. Customers are entitled to request new features or facilities at any time and we will consider including these features in future software releases. All requests are considered but there is no guarantee on inclusion of the request in the software, neither is there a guarantee on

timescale for inclusion in the software where the request is accepted for inclusion. We will endeavour to include as many requests as we can as we believe that such requests improve products for everyone involved.

- 2.23 MONTHLY SUPPORT CONTRACTS such as those on BOOK IT PRO are based on a "Fair Use" policy within the following business hours. Monday to Friday 10am – 5pm, and where weekends and Bank holidays are included the times are 10.30am – 4pm. Whilst we try to help customers as much as possible it is not generally practical to give assistance outside of these times, and we would remind customers that the service is for support and is not designed or priced to be unlimited training for issues that are covered in any help software or documentation. The final arbiter of Fair Use shall be AP Net Solutions.
- 2.24 AP Net Solutions will hold customers details including telephone, email, address, website, and all other contract details. The customer agrees to these details either in whole or part being passed to selected third parties where AP Net Solutions deems this necessary. AP Net Solutions is to be the sole arbiter of the decision as to when this is necessary. Should anyone not wish to agree to this then they are entitled to move services away from AP Net Solutions and request their details to be deleted. If the customer requests to have details changed or the domain transferred elsewhere, AP Net Solutions will do this within reasonable time subject to any applicable transfer fees as defined in these terms and conditions.
- 2.25 The customer agrees that all websites created by AP Net Solutions will carry a notification on all pages identifying AP Net Solutions or Apricot Penguin as the creator of the site, and the customer further agrees that this notification will link to an AP Net Solutions website. The choice of website is to be solely at the discretion of AP Net Solutions. AP Net Solutions reserve the right to amend both this text and the link at any time of their choosing.

### 3. Fees:

- 3.1 For price quoted projects of £500+vat or below, AP Net Solutions will only commence work on a project after receipt of full payment of the quoted project fee from the customer.

For bespoke estimated projects in excess of £500, AP Net Solutions will only commence work after receipt of £500+vat. Work on such projects will be invoiced at regular intervals and prompt payment is required in order for AP Net Solutions to continue work.

For monthly paid projects such as BOOK IT PRO, work will commence on receipt of the First Months payment. The second and subsequent

payments are due one month later OR in the event of the site/software not being complete at that time then the payment date will move to the time that the site/software is available.

The website will only be made live on the Internet once the customers remaining balance is paid in full and not before (or in the event of monthly paid projects the site will only remain live whilst monthly payments are complete and up to date). Should AP Net Solutions allow a customer's site to go live on the internet for any reason and full payment has not been received, then AP Net Solutions reserve the right to suspend that site from the internet at any time until full payment is received and the customer agrees that this is fair and equitable to all parties.

- 3.2 The initial fee paid to AP Net Solutions covers the cost of design work carried out. It is not possible to refund any proportion of this fee once AP Net Solutions have sent the first design to the customer. AP Net Solutions reserve the right to decide whether any proportion of this fee is refundable if requested by the customer before the first designs are sent.
- 3.3 We do not charge customers for open source software. If there is a charge for a website using open source software, then the charges are for installation and configuration time. Open source software is not owned by AP Net Solutions or our customer.
- 3.4 When a customer renews "hosting" with AP Net Solutions, this also includes domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the hosting package. If the customer does not renew the hosting, their domain name could be made available to the public for purchase and AP Net Solutions cannot be held liable for this.
- 3.5 Renewal of "hosting" is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the customer. The "hosting" will not be renewed if we cannot contact the customer or the customer requests for us to not host this site. This may also affect the renewal of the domain name as mentioned earlier in these terms.
- 3.6 The hosting renewal charge must be received within 7 days of the hosting expiry date. We reserve the right to deactivate any website where the hosting has expired and the customer has not paid the renewal charge. There will be an admin fee of £20 payable to AP Net Solutions for reactivating the website / hosting.
- 3.7 Should a customer wish to move hosting away from AP Net Solutions or transfer a domain name away from AP Net Solutions we will issue a £50

admin charge for each hosting or domain name, which must be paid before the transfer takes place. This transfer will not be possible until this and all other outstanding fees have been paid to AP Net Solutions.

- 3.8 Should the customer request extra work to be done as a part of the project that is beyond the scope of the original project then this is chargeable at the normal AP Net Solutions rates applicable at the time the request is made unless a formal quotation is requested and the work is undertaken as a new project.
- 3.9 For MONTHLY PAID sites, the failure to maintain monthly payments will render a site/software liable to suspension 7 days following a missed payment. The site/software can be returned to full use within one working day of cleared funds bringing the account up to date.
- 3.10 For Monthly Paid sites, the price is fixed for 2 years from date of order (variations to the actual order excepted), and then increases limited in line with inflation.

#### 4 Customers Obligations:

- 4.1 To enable AP Net Solutions to perform its obligations under this Agreement the Customer shall:
  - 4.1.1 co-operate with AP Net Solutions;
  - 4.1.2 provide AP Net Solutions with any information reasonably required by AP Net Solutions;
  - 4.1.3 obtain all necessary permissions and consents, which may be required before the commencement of the services;
  - 4.1.4 comply with such other requirements as may be agreed between the parties; and
  - 4.1.5 behave in a reasonable and civil manner. Insulting or demeaning language or behaviour in any form whether written or verbal is not acceptable under any circumstances.
- 4.2 The Customer shall be liable to compensate AP Net Solutions for any expenses incurred by AP Net Solutions as a result of the Customer's failure to comply with Clause 4.1 or any of its sub sections This compensation is not limited to the total value of the original contract but may be extended to include any reasonable expenses or extra work undertaken by AP Net Solutions as a result of this failure to comply.

- 4.3 Without prejudice to any other rights to which AP Net Solutions may be entitled, in the event that the Customer terminates or cancels the project, the Customer shall be required to pay to AP Net Solutions as agreed damages and not as a penalty the full amount payable under the project including all extras requested where AP Net Solutions has done work on these extras, and the Customer agrees this is a genuine pre-estimate of AP Net Solutions losses in such a case. This payment is required to be made within 7 days of the customer being notified that it is necessary. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 4.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.
- 4.4 Should the project be cancelled or terminated for any reason including those in sections 4.1, 4.2, 4.3 then AP Net Solutions will not be required to undertake any work beyond the cancellation date or to make any website which forms part of the project live on the internet at any time.
- 4.5 AP Net Solutions shall expect the customer to carry out sufficient research before proceeding with a website. This will include checking that the website / idea / business will operate legally within UK law. AP Net Solutions will not create a website that is in any way illegal and will terminate any project immediately without any refund should this be proven to be the case.
- 4.6 AP Net Solutions expects customers to pay for all works undertaken within 7 days of invoice. Where customers do not pay for works undertaken on their website then AP Net Solutions reserves the right to suspend or remove that site from the Internet until such time as full cleared payment is received. AP Net Solutions will under no circumstances be liable for any losses by the customer as a result of their site not being live and the customer agrees that this is fair and equitable to all parties.