



## TERMS AND CONDITIONS

# TERMS AND CONDITIONS

RKJ Consulting Limited trades as RKJOnline for the purposes of Web Design Search Engine Optimisation / Social Media services

**These Terms and Conditions (T&C) cover Web Design, Website Maintenance, Web Hosting, Search Engine Optimisation, Social Media, online business directory agreements and orders between a customer and RKJOnline – the supplier. They also cover “Terms of Use” of RKJ Consulting Ltd websites including [www.rkjonline.com](http://www.rkjonline.com) and [www.rkjconsulting.com](http://www.rkjconsulting.com).**

**Note “RKJWebDesign” is a logo / brand name of RKJOnline.**

**Note also that RKJOnline is sometimes known as “RKJOnline Web Design Cheshire”.**

## DEFINITIONS:

The following words and expressions shall have the following meanings:

“the Customer” means the company or individual requesting the various website design, hosting, SEO, Social Media services of RKJOnline

“the supplier” means RKJ Consulting Ltd. - the primary designer & employees or affiliates, also trading as (but not limited to) “RKJOnline”, “RKJ Web Design”, “RKJOnline Web Design Cheshire” and “Coming Write Up”.

"the Price" means the sums to be paid by the Customer to the Supplier in consideration of the product and the various website design, hosting and SEO services provided and any additional original unforeseen costs such as plug-ins, images etc.; note this may under some circumstances include expenses (for example where RKJOnline needs to travel to the customer on more than one occasion or when the customer is over 30 miles away).

"URL" stands for uniform resource locator (otherwise known as the “domain name”);

"the Website": with regard to Web Design, Maintenance, Hosting & Search Engine Optimisation, email boxes, means the website and its content to be designed by the Supplier for the Customer (known by its url/domain name); with regard to “Terms of Use” of RKJ Consulting websites, “website” refers to RKJ Consulting Ltd and any of its trading names such as RKJ Online.

“Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, topography rights, rights in know-how, trade or business names and other similar rights or obligations whether registerable or not in any country, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;

"downtime" means any service interruption in the availability to visitors of the Website;

"IP address" stands for internet protocol address which is the numeric address for the server;

"ISP" stands for internet service provider;

"the Services" / "web services" means web design, hosting, email, Search Engine Optimisation (SEO) and any other services or facilities such as plug-ins, use of images (with appropriate copyright), blogs, social media & online business directories provided by either RKJOnline or a 3<sup>rd</sup> party (usually Fasthosts Internet Limited)

"server" means the computer server equipment supplied and operated by a 3<sup>rd</sup> party (usually Fasthosts Internet Limited) in connection with the provision of their web hosting Services;

"spam" means unsolicited and/or bulk emails;

"virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "Trojan horses";

"visitor" means a third party who has accessed the Website;

## GENERAL:

**RKJ Consulting Ltd reserves the right to change and update these Terms and Conditions at any time.**

It is therefore the customer's responsibility to check the Terms and Conditions regularly for any changes.

RKJOnline will carry out work only where an agreement is made between the customer and supplier and is provided either by customer questionnaire, email, telephone, mail, fax or a face to face meeting. RKJOnline will carry out work only for customers who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between RKJOnline and the customer; this includes telephone and email agreements as well as completed customer questionnaires and agreements made in face to face meetings. Upon agreement to go ahead with the website / web services work, RKJOnline expect the customer to provide a single business focal with appropriate authority to respond to queries, give authority to progress with changes etc., supply images, video, logo and copy (text) – with appropriate copyright - as appropriate and ultimately have the responsibility to agree the website is successfully completed and ready for "Go Live" in addition to confirming, soon after, when payment will be made. The supplier will request a means whereby urgent communications can be made to the customer focal point – for instance a mobile phone number- and where none is supplied, the supplier takes no responsibility for delays to deadlines set by the customer. It is in the customer's own interests to appoint this focal point ASAP so work can progress quickly.

Committees / Boards etc.: where a single focal point cannot have the responsibility for progress of the website, as described above but decisions are made "by committee" or "by the Board" etc. this should be raised with the supplier ASAP. The supplier understands the need for committee/Board decisions within some organisations but where this may lead to unreasonable delay with progress, completion, Go Live or payment, the supplier reserves the right to put a time limit on decision making. The usual time limit of "14 day payment terms" still applies to supplier invoices under these circumstances.

RKJOnline reserve the right to refuse to handle material or perform services which may be deemed offensive, illegal, in any way controversial or a breach of law, rules or guidelines.

Where RKJOnline's services are used to design a website; copyright of the content of the website is owned by the customer at the point where – after GO Live – the customer has paid the final invoice; although RKJOnline may refer to the whole website and use elements of it as examples of our work. (Clearly copyright of images is a matter of trust – in providing images RKJOnline trusts the customer has the appropriate copyright in the first place).

Note that whilst the client then holds the content copyright, this should not prevent RKJOnline from operating the business in a sensible and "best practice" manner. For example, a client will not be allowed to "practise" on their own live website (although posting blogs or new products is acceptable) – this is to save the client from potential mistakes on a live system which will in turn cost the supplier time and effort to correct.

Note: to be clear, whilst the client will own the copyright of the website content, he/she does not own copyright of the style/format of the site. For example, RKJOnline legitimately uses WordPress Themes which can be modified to some extent to represent a client's brand but that does not mean the client owns the copyright to the theme or how it has been modified / styled.

The client will not be able to have a copy of the website in full until the client changes supplier. Again this is with the clients best interests at heart and to save the original site from any "duplication of content" issues or penalties.

Note: if a client leaves RKJOnline and requests a copy of the site, RKJOnline supplies them, or their new webmaster, a “clean” website backup file which they would then upload/restore onto the transferred domain.

- To explain the term “clean” – there is quite a lot of work involved for RKJOnline in order to remove aspects of the site that relate strictly to use by the old webmaster (in this case, RKJOnline).
- One example would be to do with housekeeping measures (e.g. plug-ins for site security, anti-hacking, anti-spam, fall-back and back-ups etc.) where the software licence sits with RKJOnline and cannot be transferred (these changes would not usually affect the normal display and operation of the site.)
- There are also embedded, encrypted passwords that would need to be changed.

Where a domain is transferred to RKJOnline for hosting, maintenance or SEO – or where RKJOnline’s services are used on an existing website that is not transferred to RKJOnline, it is taken in good faith that the customer already owns the copyright of the website – this includes all content – text/”copy”, images, video, logos etc. Again, RKJOnline may refer to it and use elements of it as examples of our work –as appropriate and in context.

Information about RKJOnline’s Products & Services which are referred to in these T&Cs including Web Design, Search Engine Optimisation, Web Hosting and Maintenance can be found at <http://www.rkjonline.com> albeit this cannot be relied upon as the most up to date info at any one point.

#### **LOCAL COUNCIL QUOTES**

Note that if the customer is requesting a quote for work to put forward to (for example) a local Council, RKJOnline will never the less need to know as much detail as possible before giving the quote. This could be via a phone call, email or a face to face meeting. RKJOnline may not be in a position to give more time to the process before it is confirmed that RKJOnline have been awarded the website and/or SEO work. RKJOnline will always try to give answers to questions and indeed advice to potential customers on an ad-hoc basis but our first priority is to our existing paying customers and unfortunately that sometimes means that meetings in addition to the initial meeting for a Council quote cannot always take place.

Where a quote is requested for a Council, RKJOnline require the potential customer to outline how the awarding of the work actually takes place and whether this decision is that of the Council or the customer.

#### **Cookies, contact forms, privacy policies**

All websites developed for clients will include an advisory note about cookies on the website. This may vary i.e. a bespoke site’s advisory message will be simpler than a WordPress site’s message which will include an “Accept” button.

All messages will be clear such that it is obvious those continuing with use of the website will be aware that Cookies may exist on the site.

RKJOnline does not specifically add cookies of any nature to a site and does not in any way use cookies to collect, store or use any personal data about the website visitor.

However it’s clear that plug-ins needed both for the functionality of the client’s business website (and potentially requested by the client) and those plug-ins used in housekeeping activities, may contain cookies, hence the visible message to website visitors.

(Use of Plug-ins specifically requested by clients is the responsibility of the client. Clients must abide by the law, including Data Protection Laws in the use of any cookies included in the plug-ins and must request of RKJOnline any additional messaging about use of or activity of cookies that may be necessary).

**Google Analytics (GA) cookies** – RKJOnline does not provide Google Analytics to its clients but clients do sometimes request GA code be added to their website so that another provider can provide GA services to them. GA adds cookies to a website so again it’s necessary to have a cookie message for the visitor on that

website.

It is the clients responsibility, when they request (and provide) GA code to be added to their site, to know what the cookies are used for.

It is worth noting that Google's own policy does make it clear that it's GA cookies are "used to store non-personally identifiable information" .<https://support.google.com/analytics/answer/6004245>

**Contact forms** – client websites may include a web contact form as one way that potential new customers can contact the business. Personal information such as name, phone number and email address may be included in the form. It is the responsibility of the client to store and use this "customer data" correctly and lawfully – and specifically, to adhere to Data Protection laws.

To be clear, since the business owns the copyright to the website, it is the responsibility of the business to know about data protection laws and how they apply to them.

Note that information sent from a website visitor to the business by way of a contact form on a site developed by RKJOnline for that business is not encrypted i.e. there is no encryption of "data in transit". This is explained to the potential client and agreement regarding this is sought verbally. Agreeing to these terms and conditions indicates complete agreement – please see more under "SSL Certification and encryption of data held and in transit"

**E-commerce sites** – where e-commerce sites developed by RKJOnline for business clients make use of "customer account" options (i.e. where the website visitor creates an account with the business rather than each online transaction be a one-off transaction), it is again the responsibility of the business to know about data protection laws and how they apply to them. This is, in particular, in relation to personal data stored and used that is collected via the "customer account" options.

Again "data in transit" is not encrypted when a website visitor puts an order in on the WooCommerce website built by RKJOnline. This is explained to the potential client and agreement regarding this is sought verbally. Agreeing to these terms and conditions indicates complete agreement – please see more under "SSL Certification and encryption of data held and in transit".

## **SSL Certification and encryption of data held and in transit**

### **Data in transit**

Websites designed by RKJOnline do not have SSL certification (are not "HTTPS" websites) and do not have encryption of data in transit.

This is explained to the client before agreement to continue with website development and acceptance of these Terms and Conditions underlines the customer's acceptance.

It is the responsibility of the customer to assess any risk, be mindful of data protection (and GDPR) laws and rules and to consider limiting data requested from website visitors.

For information, the data transmitted is:

- database content (website content); this is in the public domain;
- personal data such as (for example) name and email address from a website visitor using a contact form, and
- personal data such as (for example) name and address from a website visitor placing an order on an ecommerce site.

### **Data held**

Any data stored by the (WordPress) website is held in a standard MySql database; passwords held in this database are encrypted.

No financial data is ever held or transmitted – all RKJOnline WooCommerce sites use a PayPal Gateway.

To clarify, RKJOnline limits the personal data requested and held by customers websites and would not agree to developing a Contact Form that requested (for example) financial, health or other sensitive personal data.

## **Privacy Policy and Terms & Conditions**

In all circumstances it is the responsibility of the business client to request of RKJOnline to add their privacy policy and Terms & Conditions to the website and to supply those documents.

## **WEB DESIGN:**

### **DUTIES OF SUPPLIER**

In consideration of the payment by the Customer of the Price and an order being in place, the Supplier agrees:

to develop and deliver the graphical, technical and navigational design ("the Website Design") as agreed with the customer and noted on/in the Customer Questionnaire, meeting notes, emails, phone conversations etc.

Note: work may also include registration of the url (domain name) that the new website will be known under.

Generally when the client is taking Search Engine Optimisation, a "Placeholder" site will be put up within 24 – 48 hours of the deposit being received.

to create and deliver the pages of the Website which *may* contain copy (text), graphics, logos, photographs, images, moving images, sound, illustrations and other materials supplied by the customer, to which the customer already has full copyright, to be featured, displayed or used in or in relation to the Website ("the Web Pages") as set out in the Customer Questionnaire or meeting notes, emails etc. (noting that some of these items may be sourced by the Customer, for example an existing Logo);

to advise the Customer in relation to the Website Design and the production of the Web Pages.

to carry out the work within a reasonable time period – the period to be determined by the supplier in consideration of the volume of work required; where the Customer has engaged more than one supplier in the provision of brand identity, design and development services, the delivery obligations shall be conditional upon the performance of the third parties. Where the customer does not provide a single point of focus for decision making, this may delay progress of the work for which the supplier takes no responsibility.

For clarity, where services are provided on an annual basis – even if those services may be given free of charge for the first year - "Year 1" starts at the moment that hosting is purchased by the supplier. It is at this stage that other work will naturally commence also (such as SEO keyword research).

if the Supplier or Customer is prevented by illness or injury from performing his/her duties under the agreement, the Supplier or the Customer (as the case may be) shall report the fact and its expected duration to the other party.

The Supplier shall be entitled to procure the services of any other persons with suitable skills and experience as are necessary from time to time in order to complete the work.

the duties of the Supplier do not include the upload of the final Website to the Customer's web hosting company unless that hosting company is that which is specified by and used by the Supplier (see "Web Hosting").

RKJOnline endeavours to ensure that the website and any scripts or programs are free of errors, but cannot accept responsibility for any losses incurred due to malfunction of the website itself or any part of it.

See "Term and Termination" with regard to the circumstances where the above agreements may be terminated.

### **DUTIES OF CUSTOMER**

The Customer shall deliver to the Supplier all drafts, concepts, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials agreed as being supplied by the customer within a reasonable time period. It is taken in good faith that the customer already owns the copyright / Intellectual Property Rights to the information, images, files and other items supplied. Where the Supplier has to travel to the customer to acquire some or all of these (e.g. a DVD of images) the Supplier shall be entitled to charge additional expenses.

Where the Customer has engaged more than one supplier in the provision of brand identity, design and development services, the Customer shall deliver the brand identity or design to the Supplier within a reasonable time period.

Where a reasonable time period is not achieved, the supplier has the right to ask for a stage payment.

### **ALTERATIONS TO THE AGREED SPECIFICATION**

The Customer may at any time before "GO LIVE" request alterations to the agreed work by notice in writing to the Supplier; for example a change of web page structure, an additional page (not just a simple alteration to copy or the correction of a small mistake).

On receipt of the request for alteration the Supplier shall, within 7 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of the alteration, if any, on the Price, the period of time that this will delay the finalisation of the website and any other terms already agreed between the parties.

The Customer shall respond within 7 working days advising the Supplier by notice in writing whether or not he/she wishes the alteration to proceed.

The Supplier reserves the right to deem when a request is an update or alteration and when this has escalated into a re-structure or re-development of the agreed Website specification.

### **TESTING**

During development and on completion of the Website the Supplier shall provide the Customer with a temporary URL where the Website can be viewed and tested. If the customer considers that the Website has failed in any way or that amendments or modifications or corrective or remedial work are required, he/she shall promptly advise the Supplier in writing outlining the areas which require to be modified. On receipt of this notice the Supplier shall investigate and make the changes to the Website (including corrections or enhancements to the software used) as may be necessary to ensure that it will perform in accordance with the agreement. Following the necessary changes the Customer shall be requested to test the Website again; if no further changes are intimated by the Customer within a working day, this shall be referred to as "successful completion" and the website is ready for "Go-Live". For the avoidance of doubt, the Supplier shall not undertake any changes free of charge where they require the Website to operate in a manner not provided for by the original agreement.

After "Go-Live" changes are made either under the Maintenance Agreement or are charged at the Suppliers hourly rate.

Note that the supplier reserves the right to reverse "Go-Live" if the customer does not co-operate with regard to agreeing a payment date; at this point a stage payment will be requested.

Note that during this time the Supplier expects to communicate with the single customer focal point that has authority to make decisions.

Where a failure proves to be a result of an error by the Customer, the Supplier shall be entitled to charge for the costs of investigation and of making the changes that are necessary and agreed at the Supplier's then current price list.

The Supplier shall ensure that successful completion occurs within the agreed reasonable time period. If any delay in achieving successful completion is due to delay or error beyond the control of the Supplier, the reasonable time period shall be extended.

If the testing procedure is delayed unreasonably by the customer and the successful completion thus delayed, the Supplier shall be entitled to request a stage-payment towards the final invoice.

Upon successful completion:

- the Customer shall be required to confirm in writing that the Supplier has successfully completed the work;  
However note from above: *"Following the necessary changes the Customer shall be requested to test the Website again; if no further changes are intimated by the Customer within a working day, this shall be referred to as "successful completion" and the website is ready for "Go-Live"."*

and

- the Supplier shall deliver to the Customer an operating website in accordance with the agreement (known as "Go-Live"), together with a final invoice.

**The Supplier reserves the right to request full payment after successful completion but before "Go-Live".**

**NOTE testing leads to a completed website that then "Goes Live".** If in the unlikely event that a customer requests "Go Live" BEFORE the website is completed, this is entirely at the discretion of the supplier and hence this situation should be flagged to the supplier as soon as possible, with an explanation as to the reasons. The supplier will request an instruction to "Go Live" in writing and at that stage - if the supplier agrees to Go Live with an incomplete website - the supplier has the right to request full payment but may use discretion to request a stage payment instead.

This applies only if the customer has maintenance agreement with the supplier – as further work will then be done via that "maintenance" agreement.

Where no maintenance agreement exists, Go Live cannot take place till the website is deemed complete, followed by the final invoice being sent by the supplier.

Note that the supplier generally, voluntarily and for various reasons (usually to do with Google Ranking – Search Engine Optimisation) puts a "placeholder" site in place at the live domain name soon after acquiring the domain; one reason is to avoid requests for Go Live BEFORE a website is complete. In addition the test url provided to the customer means that the customer and anyone else he/she wishes to share the link with can view the website before a decision about completion – so there is no reason to "Go Live" simply to allow other people to view and comment on the website.

**Delay to Go Live** – where the website is complete but the customer does not want to Go Live for a specific reason – for example, it's a new business and the rest of the business areas are not yet ready or the customer isn't ready to launch the new business – this is no reason to delay payment. RKJOnline would expect full payment when its job is done and not wait for payment until the customers is ready to launch their business which could be months away. Full payment would be expected but there may be occasions where RKJOnline is happy to receive all but – for example 5% or 10% of the balance - which can be paid at Go Live.

**TERMS AND CONDITIONS OF FASTHOSTS INTERNET LTD.**

The Customer and Supplier shall be bound by the terms and conditions of Fasthosts Internet Ltd. and those of other 3<sup>rd</sup> party suppliers where applicable to the agreement.

# WEB HOSTING:

## GENERAL

The Customer wishes to provide the Supplier with data that will be hosted on servers and made accessible via the Internet. For the purposes of these terms and conditions the data is a Website that may be designed by the Supplier according to the customer's specification and questionnaire, or provided by the Customer.

Web Hosting for the Website shall cover an initial 12 month period. After 12 months, the Customer shall be given the choice of terminating the Web Hosting (which will result in the shutdown of the Website) or continuing the Web Hosting for another 12 months.

Whilst the web hosting can be cancelled at any time, no refunds of monies paid will be applicable under any circumstances.

NOTE that the start of the annual web hosting period is from the date RKJOnline configures the hosting. Given that a "placeholder" site is often put up within 24 hours of agreement to proceed (this is to attract Google, other search engines and to satisfy website visitors who are aware of the new site) and that – for example – email boxes are often configured soon after agreement to proceed, the annual anniversary of hosting would usually be in advance of the anniversary of any "Go Live" date.

It's for these reasons that a) a deposit is required that would cover outlay to 3<sup>rd</sup> party suppliers for hosting (and email boxes, domain names etc.) and b) renewal of annual invoices for web services is earlier than the anniversary of "Go Live" of the completed website.

Hosting Services may include:

**Webpace**

**Email facility**

**Security/Password Control**

**Technical Support**

**Statistics**

**Bandwidth**

**Software**

The Supplier usually (but not exclusively) provides website hosting services via Fasthosts Internet Limited, based in Gloucester, England, UK and upon agreement to host the Customer's data the following terms and conditions apply:

## IP ADDRESSES

The Supplier reserves the right in its sole discretion to change or remove any and all IP addresses.

Where the Supplier changes or removes any IP address it shall use its reasonable endeavours to avoid any disruption to the Customer.

## SERVICE LEVELS

The Supplier shall use its reasonable endeavours to make the Server and the Web Hosting Services available to the Customer as available as possible, but, since the Web Hosting Services are provided by means of computer and telecommunications systems owned by a third party, the Supplier makes no warranties or representations that the Service will be uninterrupted or error-free and the Supplier shall not, in any event, be liable for interruptions of Service or downtime of the server.

The Supplier reserves the right to change the 3<sup>rd</sup> party supply of Web Hosting Services and Servers at any time and will endeavour to limit any downtime that this may bring. This will also enable the Supplier to carry on with Web Hosting service in the event of the current 3<sup>rd</sup> party supplier ceasing trading for whatever reason.

## **TRANSFER FROM ANOTHER WEB HOSTING PROVIDER**

When the customer has an existing domain name that the website is known under, that is registered with another 3<sup>rd</sup> party supplier, extra work is involved in transferring the domain from that 3<sup>rd</sup> party to Fasthosts. If the 3<sup>rd</sup> party supplier charges for the transfer then this cost is settled by the customer and is additional to the final invoice. Generally the Supplier will engage in the transfer at no extra cost to the customer as a goodwill gesture but does reserve the right to charge for extra time and work involved and will charge when extra costs have been incurred e.g. international telephone calls to foreign 3<sup>rd</sup> party suppliers. The Supplier expects to deal with a single focal point in the customer company on this matter.

Note that settlement of all existing and future payments to the other (original) 3<sup>rd</sup> party supplier is the customer's responsibility. As an example, if the customer filed a credit card with the original supplier of the domain, website hosting etc. then it is the customer's responsibility to settle existing debts and cancel any future automatic payments that may otherwise be taken from the credit card. Transfer of the domain and hosting does not necessarily in itself mean that the customer will not be automatically charged – the customer has the responsibility to check this, it has nothing to do with RKJOnline.

## **ALTERATIONS AND UPDATES**

### **ALTERATIONS REQUESTED BY CUSTOMER:**

Alterations applicable to the Web Hosting arrangements (such as the addition of an "Advanced" email mailbox) will be made by the Supplier.

Requests for such alterations or updates can be made at any time however the Supplier's costs for such extra time & materials will apply.

Note that a Maintenance Agreement is available to the Customer on request. This describes the costs applicable, if any, to alterations and updates requested by the Customer.

The Supplier reserves the right to deem when a request is an update, alteration or maintenance and when this has escalated into a re-structure or other additional development of the Website – for which further costs will apply.

All alterations and updates to the Website shall be made by contacting the supplier support team at 01928 759676 or [u2us@rkjonline.com](mailto:u2us@rkjonline.com).

## **TERMS AND CONDITIONS OF FASTHOSTS INTERNET LTD.**

The Terms of Service of Fasthosts Internet Limited apply to the hosting of the Customer's website.

## **ACCEPTABLE USE POLICY**

The Customer acknowledges that they are solely responsible for all information, copy (text), graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content" of the website), whether posted publicly or transmitted privately. RKJOnline does not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and the Customer acknowledges that by using the Services they may be exposed to Content that is offensive and/or indecent. RKJ Online will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and the Customer agrees to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. The Website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:

use the Services or the Website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights, via the Services or on the Website;

threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

engage in illegal or unlawful activities through the Services or via the Website;

make available or upload files to the Website or to the Services that the Customer knows contain a virus, worm, Trojan or corrupt data; or

obtain or attempt to obtain access, through whatever means, to areas of the Supplier's network or the Services – or those of any of the Supplier's 3<sup>rd</sup> party agents/suppliers – which are identified as restricted or confidential.

The Customer has full responsibility for the content of the Website. For the avoidance of doubt, the Supplier is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services; this includes social media. RKJOnline shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

If the Customer fails to comply with the Acceptable Use Policy, the Supplier shall be entitled to withdraw the Services and terminate the Customer's account.

## SEARCH ENGINE OPTIMISATION (SEO):

Due to external factors such as those used by search engines when searching for websites, RKJOnline does not offer any guarantees regarding the position or ranking achievable for websites. Neither is there any guarantee made that when successful ranking positions are achieved, these will remain constant. Search Engines frequently update and change algorithms used to determine website rankings and are not obliged to explain those changes (or indeed the original algorithms). In addition, it is often the case that when competitors notice other websites making progress in Search Engine rankings, they tend to put extra effort into their own SEO. This can affect rankings achieved by RKJOnline and underlines the constant need to keep on top of SEO rather than have a “one-off” project approach.

Whilst SEO is taken for a year at a time, a lot of work goes into initial keyword research, setting up of social media etc at the start of the first year. Whilst this work is “rinsed” i.e. Updated as and when necessary and most certainly after quarterly rankings, the exceptional amount of work that goes in at the start means that no refunds are ever given if the customer cancels before the end of the 12 months. In essence, the work already done in research and set up of SEO is in itself worth the annual amount charged.

**COPYRIGHT:** Where information, copy (text), images, logos etc are used by RKJOnline on behalf of the user in online business directories, social media platforms etc – as well as on site and within the on-site SEO – RKJOnline expects the customer to already have full copyright of all items used. It is the customer’s responsibility to make it clear to RKJOnline if copyright is not owned for any info, image etc used by RKJOnline on behalf of the customer for purposes of SEO – e.g. use in social media posts and online business directories.

Where RKJOnline becomes aware of miss-use of material by the customer for which the customer does not own the copyright (for example copying and pasting a “meme” on social media which would imply it’s their own work versus sharing a post with a meme in, that then gives credit to the originator) RKJOnline reserves the right to stop working on the customers behalf – in this situation would refuse to be an Admin on that particular social media page.

**SOCIAL MEDIA:** RKJOnline agree, as part of SEO, to set up social media accounts as requested by the customer (specifically Facebook, Twitter, LinkedIn and Google My Business) and reserves the right to be an “admin” or “manager/owner” of the social media accounts in order to carry out the work under SEO e.g. to send out posts as the business.

It is the responsibility of the RKJOnline customer to ensure they either a) remain “admins”, managers/owners in order to keep a control over the account (where the account was already set up before employing RKJOnline services) and b) accept requests and notifications from RKJOnline to become an admin, manager/owner of the account.

When SEO is no longer required or the customer leaves RKJOnline it is the responsibility of the customer to ensure they have adequate access to their own business social media.

### Use of External SEO Consultants

RKJOnline does not host websites where other SEO consultants are responsible for the SEO work. RKJOnline does not do SEO work on websites hosted with other hosting providers.

Where RKJOnline is the “webmaster” and client wishes someone else to do the SEO, RKJOnline asks the clients to transfer to a new webmaster (and thus to a new hosting provider). The reasoning behind this is to keep the integrity of the site that RKJOnline would have built for the client. There is no suggestion of foul play by another provider but for example, RKJOnline backs up all sites where work takes place – both before and after the work. RKJOnline cannot be at the beck & call of another provider to perform backups to their timetable, neither will RKJOnline allow work on the website without a backup taking place.

Additionally, experience indicates that mistakes can happen accidentally if a 3<sup>rd</sup> party is given access to the site. When this happens, it falls upon RKJOnline to have to put that mistake right. This extra time and effort needed means that other clients, who have paid for maintenance and SEO work, will suffer i.e. there is less time to do the work they have paid for. RKJOnline would invariably not be paid for the extra effort needed to correct 3<sup>rd</sup> party mistakes plus RKJOnline cannot be at the beck & call of a 3<sup>rd</sup> party needing assistance, to their timetable.

There is also the matter of trust in the SEO services of RKJOnline; when a client prefers to have another SEO provider do the work it may indicate a breakdown of trust. At that point it is better for all parties if the provider (RKJOnline) and the client part company.

## **MAINTENANCE AGREEMENT:**

The Customer is engaging the Supplier for the specific purpose of maintaining an existing web site. The website may or may not have been originally designed by the Supplier.

Note that if customers do not wish to enter this agreement, maintenance can take place and will be charged at the Supplier's usual hourly rate, in advance.

### **DUTIES**

The Supplier shall provide to the Customer the Web Services specified **The Maintenance Agreement Services below** (subject to these Terms and Conditions)

The Supplier reserves the right to subcontract certain portions of this job to expedite completion, if need be

### **SERVICE LEVELS**

The Supplier shall use its reasonable endeavours to carry out the Web Services in line with the agreement. However, since the Web Services are provided by means of computer and telecommunications systems owned by a third party, the Supplier makes no warranties or representations that the Services will be uninterrupted or error-free and the Supplier shall not, in any event, be liable for interruptions of Service or downtime of the server hosting the website.

### **The Maintenance Agreement Services**

- The Customer website will be checked each month for functionality and to ensure all links (internal and external) are operating correctly
- Where websites are created using WordPress, maintenance also includes regular and ad hoc back-ups as appropriate and security measures e.g. to prevent hacking.
- Maintenance changes to the website shall be carried out by the Supplier in accordance to the details provided by the customer
- The customer shall make the details of the maintenance changes known to the Supplier in writing – by means of email, fax or letter, post albeit some discussion may take place over the phone.
- The Supplier shall deal and communicate with one single point from the customer organisation who has the authority to make change/maintenance requests
- If the customer specifically requests it, the Supplier can provide to the Customer an estimate of how much time the work will take and when the work will be complete. This estimate will be provided usually via email within 1 week of the details given by the Customer provided that the Supplier is not indisposed in some way over which he has no control and which would make a 1 week response time unlikely
- In terms of completing the requested maintenance, this would usually be within the calendar month that the work was requested. However, if there are reasons which are beyond the Suppliers control why this cannot be achieved the Supplier reserves the right to complete the maintenance work according to his own schedule
- The Customer shall supply the text (“copy”), images, articles or other content that he wishes to use in the updated website. Copy can be provided by the Supplier's copy writer but this will be at additional cost.

Costs of supplying changes (such as if the customer wants to deliver images via a DVD by post) will be borne by the customer

- In any one calendar month period, the time provided by the Supplier for maintenance work under the agreement will be 1 hour. Any time spent by the Supplier over and above 1 hour will be charged at the Suppliers normal hourly rate. In all circumstances costs for items that the Supplier needs to obtain from a 3<sup>rd</sup> party will be charged in addition to the overall charge for the maintenance agreement
- The “1 hour” as referred to above shall not be carried over to subsequent months if the Customer has not made use of this time by means of request for maintenance or via other work that falls under the maintenance agreement (e.g. requests for support, specific website related questions or time taking clarifying the exact work that should be done. To be clear, often a customer’s first request isn’t clear or is deemed to one where the supplier feels it must offer advice or an alternative solution in order to keep the professionalism of the site up to standard – this time can be set against the 1 hour per month).
- If the time taken by the Supplier is more than the 1 hour specified in the maintenance contract, further *maintenance* work will continue at a 50% discount of the normal hourly rate charged by the Supplier
- The Customer shall be entitled to priority over other Customers who have not purchased the Maintenance contract and those customers shall be charged at the Supplier’s normal hourly rate
- A list of items and tasks that would generally be understood as maintenance is listed below, this is not an exhaustive list:
  - Removing and correcting broken links to external sites or internal pages
  - Removing or updating existing “copy”
  - Removing or updating old articles
  - Removing or updating information which may contain set dates (e.g. dates of specific company events)
  - Removing or updating images
  - Adding other, additional features some of which may be chargeable (e.g. advanced mail boxes) that the Supplier offers
  - For WordPress sites; back-ups and security e.g. anti-hacking procedures
  - Various functionality tests

The Supplier reserves the right to deem when a request is not “maintenance” but in fact constitutes “development” or “re-structure / re-development” for which other costs and charges will apply

The supplier also reserves the right to minimise charges applicable to meetings – either face to face or over the phone – or other work such as responding to email requests, if the client has paid for annual maintenance. To be clear, the supplier may charge for meetings or email responses or other work that’s necessary for a client where the work isnt strictly about development or maintaining of the site or about its SEO or any other service such as email provision that the supplier has provided to the client. Because development work or SEO or “real” maintenance for existing clients MUST be the priority then other work that may distract from that can be chargeable. Where a client has taken annual maintenance, the supplier will attempt to minimise these additional costs.

There are NO refunds for maintenance agreements should a client leave before the end of the

annual cycle.

On completion of the maintenance work the Customer shall state in writing that he is satisfied with the work done, this would usually be via email

- Every effort will be made to satisfy the Customer but if the Supplier deems that further requests are unreasonable or constitute development or restructure, he reserves the right to charge over and above the monthly charge and the 50% discounted hourly rate
- With regard to service levels, your attention is brought to “Service Levels” as noted above

With regard to annual renewal of maintenance and in particular the 1<sup>st</sup> annual renewal, unless otherwise stated, this coincides with the web hosting dates. So for example, where a placeholder has been developed and therefore hosting is necessary and has occurred ahead of “GO Live” of the completed site, the maintenance period starts at the same time. This would cover changes to the placeholder whilst the full site is being developed. In addition work (labour) on other “additional features” that were not agreed initially (e.g. an extra mailbox configuration) can be included under maintenance, ahead of “Go Live”, as can time spent with the client to show them how to update the site themselves, how to use an e-commerce website that’s being developed for them and time needed to write up specific notes and “how-to” documents for the client.

## **PRICE AND PAYMENT:**

**(Applicable to Web Design, Hosting, Maintenance and SEO)**

Note that the supplier is sometimes in the position of offering free maintenance and web hosting for one year (which is sometimes done when customers take SEO and on the understanding that the customer will remain for a year minimum). Should the customer cancel the service before the 1<sup>st</sup> year is up – the supplier will not seek payment towards the website hosting and maintenance unless the customer seeks any refunds. Refunds are never given for any of the suppliers services but should the customer take further action to obtain a refund of – for example – SEO or maintenance – the supplier will legitimately request payment towards the hosting and maintenance costs for the relevant period of time. This may also be retrospective – for example during the 2<sup>nd</sup> annual cycle after renewal of the website (year 2), where a client wishes to leave before 12 months are completed and demands a refund. Refunds are not given but if demanded, then retrospective charges for the “free hosting and maintenance” in year 1 can be applied by the supplier.

Upon agreeing the Customer Questionnaire or meeting notes, emails etc. for the Web Site, the Customer will be asked to pay an **initial non-refundable deposit** to the Supplier of 30% of the Price of the work, within a period agreed by both parties (but no longer than 2 weeks). The Supplier reserves the right to start no work (such as domain registration, set up of hosting, transfer, design work or SEO) until this deposit is received.

If delays occur in the progress of work which the supplier deems are caused by the customer, the Supplier reserves the right to ask for one or more stage payments – the amount to be determined by the Supplier - before completion of the website, to be paid within 14 days.

Where the Supplier has to travel in order to secure information, images, copy and/or have more than the initial face to face meeting with the customer, the Supplier reserves the right to charge additional expenses (the face to face can be at either the customer’s or the supplier’s premises).

Upon successful completion of the work (see “Testing”), the website “goes live” on instruction from the Customer and the Customer shall pay the Supplier the remainder of the final balance of the Price on receipt of the final invoice and within a period agreed by both parties (**but no longer than 14 days**). There are no exceptions. The Supplier reserves the right to ask when payment will be made if no agreement has been made and if this information has not been volunteered by the customer. Irrespective of whether the customer has the intention of paying on 14 days i.e. no sooner, the agreement about payment timing and the communication between the 2 parties still has to occur. This is to avoid any doubts as to whether the customer intends to settle the invoice or not.

For clarity, final invoices (and renewal invoices) are usually sent by email and so “on receipt” means the same day as the email was sent, irrespective of whether the customer has opened the email. When invoices are sent by post, this will be First Class and so “on receipt” is deemed to be the following day (with the exception of post sent Saturday when “on receipt” is Monday and post sent Sunday when “on receipt” is Tuesday).

There will be no refunds although RKJOnline will always liaise with the customer on minor amendments that are required soon after completion from a “goodwill” perspective. RKJOnline also offer a maintenance contract should further routine, small changes be required.

Where the Customer has not paid the final invoice within the agreed period, the Supplier reserves the right to shut down the Website and associated services totally.

Note that the supplier reserves the right to reverse “Go-Live” if the customer does not co-operate with regard to agreeing a payment date; at this point a stage payment will be requested and a request for a date of payment will be made.

The Supplier reserves the right to amend prices specifically quoted where suppliers to RKJ Online have raised the cost of services and products supplied. In such cases RKJ Online shall give the Customer one month’s notice of the change in Price.

Any other changes to RKJOnline’s Prices or Hourly Rates shall not be passed onto the customer for the agreed work, once the agreement/order is in place.

Note that the price of some items is annual, for example:

- The price for Web Hosting is annual, albeit the first year’s price may be given free of charge (which begins at the point hosting is created for – for example – the placeholder site).
- The price for Website Maintenance is annual (but customers can choose to pay an hourly rate instead); this may be given free of charge for “Year 1” – with “Year 1” starting at the same date as the annual hosting (e.g. for a placeholder site).
- The price of a “co.uk” Domain name is renewable every year and a “.com” domain every year (other suffixes vary). This is the responsibility of the Customer; however the Supplier will endeavour to notify the Customer when this cost is due

Where the customer does not meet these costs within the appropriate time period (including at annual renewal time), the Supplier reserves the right to shut down the Website totally.

**SEE Note from WEB HOSTING SECTION on services renewal:**

NOTE that the start of the annual web hosting period is from the date RKJOnline configures the hosting. Given that a “placeholder” site is often put up within 24 hours of agreement to proceed (this is to attract Google, other search engines and to satisfy website visitors who are aware of the new site) and that – for example – email boxes are often configured soon after agreement to proceed, the annual anniversary of

hosting would usually be in advance of the anniversary of any “Go Live” date.

It’s for these reasons that a) a deposit is required that would cover outlay to 3<sup>rd</sup> party suppliers for hosting (and email boxes, domain names etc.) and b) renewal of annual invoices for web services is earlier than the anniversary of “Go Live” of the completed website.

**The Supplier reserves the right to request full payment after successful completion but before “Go-Live”.**

Note that where a customer requests “Go Live” before the website is complete – and the supplier agrees – the final invoice is still sent. The supplier has discretion to request a stage payment instead and specify a “no later than” date for the completion of the website, when the final invoice will be sent. Until the stage payment is made, the supplier is under no obligation to carry out any further work.

Where a website has Gone Live before completion and is then used “operationally” by the customer e.g. has e-commerce pages, a forum, blog, members’ section, resources, tools etc. that are used by 3rd parties, the website is deemed complete by the supplier and the final invoice will be sent.

As a small business which depends on cash-flow, the supplier needs payment to clear before any payment to 3<sup>rd</sup> parties is made (for such items as hosting, email boxes, domain names etc) – this includes annual and bi-annual renewals. The supplier is not in a position to subsidise the customer.

Where payment is not received and cleared on time, the supplier will NOT pay the 3<sup>rd</sup> party supplier out of its own funds.

The Supplier’s policy on amounts overdue is to charge interest; debts older than 40 days are passed to a collections agency who will act on behalf of the supplier. The supplier will also take down the live website url and – if Search Engine Optimisation has been requested – will un-publish facebook, twitter and other social media accounts.

## **INTELLECTUAL PROPERTY RIGHTS:**

**(Applicable to Web Design, Hosting, Maintenance and SEO - including Social Media and Online Business Directories)**

The Customer grants to the Supplier a royalty-free, world-wide, non-exclusive licence to use the content supplied by the Customer for the purposes of the website design services (note that this may be - for example - for use in social media on behalf of the customer; something widely known as “social signals” or in online business directories).

**Upon cleared, final payment only,** the Supplier shall grant to the Customer a royalty-free, world-wide, non-exclusive licence to use the Website Design, the Web Pages and the parts of the content designed by Supplier.

The Supplier and any sub-contractors retain the right to display graphics and other web design elements as examples of their work. The Supplier may make reference to the Website as an example of his work for the purposes of any Marketing or Advertising campaign.

The Supplier cannot take responsibility for any Intellectual Property Right / copyright / “license to use” infringements caused by materials (including copy and images) submitted by the customer (“submitted” also covers existing websites transferred to RKJOnline where it is taken as read that the customer owns the copyright to all content including copy, images, logo’s etc.). As an example of where this may occur “off site”, where the supplier has been paid to use online business directories and/or to supply social media services as part of SEO (which by default include both social media platform set-up and also sending of

“social signals” such as posts, tweets, comments), the supplier cannot take responsibility for any copyright infringements caused by materials submitted by the customer including (but not limited to) copy, images, videos, logos.

RKJOnline reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Should RKJOnline have any concerns about the Intellectual Property Rights / copyright of materials supplied by the customer and used by RKJOnline in good faith, RKJOnline reserve the right to delete, change, and / or take down the material (including the shutdown of the website, the social media platform or online business directory entry and certainly refusing to be or carry on being an “Admin”) without first consulting with the customer.

RKJOnline may also ask the client for a statement that all text/”copy” and images/media (i.e. content) supplied is owned by the client/is original work, before “Go Live” of a site.

## **SOFTWARE LICENCE AND RIGHTS:** **(Applicable to Web Design, Hosting, Maintenance and SEO)**

If the Customer requires use of software owned by or licensed to the Supplier ("the Supplier's software") in order to use the Services, the Supplier grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use the Supplier Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, the agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in the Supplier Software.

In relation to the Supplier's obligations under the agreement in connection with the provision of the Services, the Customer grants to the Supplier a royalty-free, world-wide, non-exclusive licence to use any Customer Software and any text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the Website, as supplied by the Customer. For the avoidance of doubt, this Agreement does not transfer or grant to the Supplier any right, title, interest or intellectual property rights in any Customer Software or materials as described above.

The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense the Supplier Software. If the Customer is permitted under this Agreement or by law to make any copies of the Supplier Software, the Customer must reproduce all proprietary notices of the Supplier, if any, on the copies.

The Supplier may make such copies of the Website as may be necessary to perform its obligations under this Agreement, including backup and / or fall-back copies of all content. Upon termination or expiration of this Agreement, the Supplier shall destroy or deliver to the Customer all such copies of materials included in the website as provided by the Customer as and when requested by the Customer.

## **WARRANTIES:**

### **(Applicable to Web Design, Hosting, Maintenance and SEO/Social Media)**

The Customer warrants and represents to the Supplier that any elements of text, graphics, photos, designs, trademarks or other material supplied to the Supplier for inclusion in the Website or for use within SEO, are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements and that the Supplier's use of such material shall not infringe the intellectual property rights of any third party.

The Customer agrees to hold harmless, protect and defend the Supplier from any claim or suit arising from the use of these materials.

The Customer warrants and represents to the Supplier that the Supplier's use of the Content or the Customer Software in accordance with the agreement will not infringe the intellectual property rights of any third party and that the Customer has the authority to license the Content and the Customer Software to the Supplier.

The Supplier is not responsible for any content the Customer decides to include on a web page or social media or business directory etc. Where the Supplier has erroneously included content and has been advised of this by the Customer, the appropriate correction shall be made as soon as possible by the Supplier. This will usually be within 2 working days.

The Supplier shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

The customer also agrees to not breach laws, rules or guidelines set down by any 3<sup>rd</sup> party that needs to be engaged with within the realm of the web services the supplier provides. For example, the customer will not set up fake ids on social media accounts or use material to which he/she does not own the copyright.

## **INDEMNITY:**

### **(Applicable to Web Design, Hosting, Maintenance and SEO/Social Media)**

The Customer agrees to indemnify and hold the Supplier and its employees and agents harmless from and against any breach by the Supplier of these Terms and Conditions and all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Supplier arising out of any breach by the Customer of the terms of the agreement or other liabilities arising out of or relating to the Website, SEO, Social Media platforms/pages/accounts, business directories etc..

## **LIMITATION OF LIABILITY:**

### **(Applicable to Web Design, Hosting, Maintenance and SEO/Social Media)**

The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of these terms and conditions and customer questionnaire/meeting notes/emails/ phone calls etc, whether or not arising out of negligence, shall be limited to the Price paid by the Customer under the agreement and as outlined in the invoice.

In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

The Supplier will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines or due to the unavailability of the site, its servers, software or any material provided by its agents or hosting company.

The Supplier will not be liable or become involved in any disputes between the site owner (customer) and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. E.g. any disputes re content/images that have been provided to RKJOnline for inclusion on the site.

The Supplier will not be liable for any costs incurred by the Customer, due to the inability of the Supplier to complete the work due to illness or death of the Supplier, his/her personal or business partners or employees and affiliates.

## **CONFIDENTIALITY AND NON-DISCLOSURE:**

**(Applicable to Web Design, Hosting, Maintenance and SEO)**

During the period of the agreement(s) and after its/their termination, the Customer must not disclose any confidential information (whether technical or otherwise) made available to him/her by the Supplier.

During the period of the agreement(s) and after its/their termination, the Supplier must not disclose any confidential information (whether technical or otherwise) made available to him/her by the Customer unless such information has reached the public domain.

Any confidential information may be disclosed by the Supplier to any governmental or other authority or regulatory body, but only to the extent necessary for the purposes contemplated by this agreement or as is required by law, and subject in each case to the Supplier using its best endeavours to ensure that the person in question keeps the information confidential and does not use it except for the purposes for which the disclosure is made.

## **TERM and TERMINATION:**

**(Applicable to Web Design, Hosting, Maintenance and SEO)**

The Supplier shall have the right to terminate the agreement with immediate effect by notice in writing (which includes email) to the Customer if the Customer fails to make any payment when it becomes due and this includes deposit and requested stage payments.

The Supplier shall have the right to terminate the agreement with immediate effect by notice in writing (which includes email) if trust is lost in the customer or if there is an indication whether verbal, written or implied that the customer has lost trust or faith in the supplier. Any indication that the customer questions the professionalism or integrity of the supplier is enough for the supplier to terminate the agreement; with a reasonable period of notice given so the customer can find a suitable alternative (should the website already be live).

This includes at all stages of web development and after Go Live, hence if the supplier feels that trust has been lost from the customer during the development stages of the website, social media etc then the supplier reserves the right to immediately terminate the agreement in writing – which includes by email. No refund of the deposit will be made. The supplier is under no obligation to transfer work already carried out but will agree to transfer the customers domain(s) once the customer finds a suitable new webmaster and makes clear in writing that webmaster's contact details. The copyright to the draft website and its content stays with the supplier as full copyright is only passed on after Go Live and when cleared, final payment is made in full by the customer.

Either party may terminate the agreement forthwith by notice in writing to the other if:

the other party commits a material breach of the agreement and in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

the other party commits a material breach of the agreement which cannot be remedied under any circumstances; or

the other party knowingly breaches laws or rules, agreements or guidelines of 3<sup>rd</sup> parties whose services are required – for example the user agreements of social media platforms; or

the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets; or

the other party ceases to carry on its business or substantially the whole of its business.

**Termination by either party may also occur on the annual anniversary of web hosting services and the maintenance agreement/ SEO services etc.**

## **ASSIGNMENT:**

**(Applicable to Web Design, Hosting, Maintenance and SEO)**

The Supplier may assign or otherwise transfer the agreement(s) at any time.

The Customer may not assign or otherwise transfer the agreement(s) or any part of it/them without the Supplier's prior written consent.

## **FORCE MAJEURE:**

**(Applicable to Web Design, Hosting, Maintenance and SEO)**

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, death or ill health of Supplier or Customer, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services (including Website hosting services), and the Supplier shall be entitled to a reasonable extension of its obligations after notifying the Customer of the nature and extent of such events.

# TERMS AND CONDITIONS OF USE (RKJ Consulting Limited)

## 1 ACCEPTANCE OF TERMS

- 1.1 Your access to and use of RKJ Consulting Limited ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.
- 1.2 RKJ Consulting Limited reserves the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

## 2 THE SERVICES

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

## 3 CHILD SUPERVISION

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

## 4 PRIVACY POLICY

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for provision of web services and for notifying you of changes or updates to the Website/Services.

Note that websites including ecommerce websites designed by RKJOnline (trading name of RKJ Consulting Ltd.) do not have "data held" or "data in transit" encryption (they are not "HTTPS") and it is the responsibility of the customer to assess any risk posed. In agreeing to go ahead with using RKJ Consulting Ltd's services, the customer agrees to the lack of encryption.

Our full Privacy Policy document may be found online at:  
[www.rkjonline.com/wp-content/uploads/privacy.pdf](http://www.rkjonline.com/wp-content/uploads/privacy.pdf)

## 5 **USER ACCOUNT, PASSWORD AND SECURITY**

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will RKJ Consulting Limited be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

## 6 **ACCEPTABLE USE**

6.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. RKJ Consulting Limited will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

6.2 In using the Website/Services you agree not to:

6.2.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

6.2.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

6.2.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

6.2.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

6.2.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

6.2.6 make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;

6.2.7 collect or store personal information about others, including email addresses;

6.2.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

6.2.9 impersonate any person or entity for the purpose of misleading others;

6.2.10 violates any applicable laws or regulations, agreements or guidelines;

- 6.2.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
- 6.2.12 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- 6.2.13 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

6.3 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

## **7 TERMINATION**

We have the right to terminate your access to any or all of the Website/Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

## **8 LINKS TO THIRD PARTY WEBSITES**

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that RKJ Consulting Limited is not responsible for the content or availability of any such sites.

## **9 INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

## **10 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Website and its content (including without limitation the Website design, text, photographs, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.
- 10.2 RKJ Consulting Limited does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

## 11 INDEMNITY

You agree to indemnify and hold RKJ Consulting Limited harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against RKJ Consulting Limited by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by RKJ Consulting Limited in consequence of your breach of these Terms and Conditions.

## 12 DISCLAIMERS AND LIMITATION OF LIABILITY

- 12.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 12.2 To the extent permitted by law, RKJ Consulting Limited will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.
- 12.3 RKJ Consulting Limited makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
- 12.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of RKJ Consulting Limited for death or personal injury as a result of the negligence of RKJ Consulting Limited.
- 12.5 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

## 13 SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **PRIVACY POLICY:**

**(Applicable to whole T&C document)**

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for provision of web services and for notifying you of changes or updates to the Website/Services.

Note that websites including ecommerce websites designed by RKJOnline (trading name of RKJ Consulting Ltd.) do not have “data held” or “data in transit” encryption (the are not “HTTPS”) and it is the responsibility of the customer to assess any risk posed. In agreeing to go ahead with using RKJ Consulting Ltd’s services, the customer agrees to the lack of encryption.

Our full Privacy Policy document may be found online at:  
[www.rkjonline.com/wp-content/uploads/privacy.pdf](http://www.rkjonline.com/wp-content/uploads/privacy.pdf)

## **DISPUTES AND ARBITRATION PROCESS:**

**(Applicable to whole T&C document)**

Where a dispute arises, arbitration may be sought via a 3rd party that is agreed to by both Supplier and Client within a reasonable time. Where agreement cannot be reached, the agreement shall terminate and all sums due to the Supplier by the Customer shall be paid within 14 days.

## **GOVERNING LAW AND JURISDICTION:**

**(Applicable to whole T&C document)**

The agreements shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **TERMS AND CONDITIONS OF FASTHOSTS INTERNET LTD.**

**(Applicable to whole T&C document)**

The Customer and Supplier shall be bound by the terms and conditions of Fasthosts Internet Ltd. where applicable to the agreements.