

## Terms and conditions

### Definitions:

**The Client :** The company or individual requesting the services of Reload Creative Ltd.

**Reload Creative Ltd:** Primary owner & employees or affiliates.

### General

Reload Creative Ltd will carry out work only where an agreement is provided either by email, telephone, mail or fax. Reload Creative Ltd will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Reload Creative Ltd and the client, this includes telephone and email agreements.

### Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Reload Creative Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Reload Creative Ltd until all outstanding accounts are paid in full.

Reload Creative Ltd retain the right to use work created for marketing and promotional purposes, for use in a portfolio, case study and examples of work produced by Reload Creative Ltd.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Reload Creative Ltd remain the copyright of Reload Creative Ltd and may only be commercially reproduced or resold with the permission of Reload Creative Ltd.

Reload Creative Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to briefs provided will be carried out at the discretion of Reload Creative Ltd and where no charge is made by Reload Creative Ltd for such additions, Reload Creative Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Reload Creative Ltd all materials required to complete the site to the agreed standard.

Reload Creative Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Reload Creative Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrong doing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

Reload Creative Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Reload Creative Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A non-refundable deposit of 33% is required with all of our projects before any design work will be carried out.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the clients satisfaction and no refunds can be offered.

### Database, Application and E-Commerce Development

Reload Creative Ltd cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by Reload Creative Ltd remain the copyright of Reload Creative Ltd and may only be commercially reproduced or resold with the permission of Reload Creative Ltd.

Where applications or sites are developed on servers not recommended by Reload Creative Ltd, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Reload Creative Ltd before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Reload Creative Ltd will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

### Compatibility

Reload Creative Ltd will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with all of the main web browser software including Microsoft, Mozilla and Safari. Reload Creative Ltd can offer no guarantees of correct function with less popular or older browser software. Any browser plugins or browser settings are the responsibility of the browser operator.

### Website Optimization

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

When optimizing websites we always aim to achieve a top ten ranking for your website within six months of undertaking the optimization process. Due to the work involved payment is generally required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.

Reload Creative Ltd reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

### Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Reload Creative Ltd policy that any outstanding accounts for work carried out by Reload Creative Ltd or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Reload Creative Ltd.

Interest charges of 2% are applied at the discretion of Reload Creative Ltd for every day outstanding amounts have not been received after one month from the date stated on the invoice. The client will be notified of the start date at which interest charges begin.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Reload Creative Ltd have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

### Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.

### Complaints Procedure

Informal procedure:

Anyone who experiences a problem with their web service provided by Reload Creative Ltd should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Reload Creative Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure:

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Reload Creative Ltd, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

## Terms and conditions

### Website Hosting

Website hosting is £10 per month per domain. This is payable upfront for 1 year. Yearly invoices will be £120 for each site hosted

You must agree to the following terms and conditions to have your web site hosted by Reload Creative Ltd. By placing your order you indicate acceptance of these terms.

#### General Terms

##### Allowed content

Reload Creative Ltd does not allow storage and/or display of the following material on its servers. This includes uploading to web sites, or transmitting by any material (by e-mail, uploading, posting or otherwise).

- Adult Sites: We prohibit any adult (pornographic) web-sites on our servers, including pedophile sites, sites linking to pornographic sites (outside links) and pornographic advertisements on your own site.
- Illegal use: Reload Creative Ltd services may not be used for illegal purposes, or in support of illegal activities.
- Copyright or trademark infringement: Use of the Reload Creative Ltd service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- Distribution of Viruses, Spyware, and Malware: Distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Distribution of software that monitors computer or computer user activity without the computer user's knowledge and consent is prohibited.

##### Spamming

Spamming (sending unsolicited commercial or bulk emails) using our service is strictly not allowed. DO NOT SEND SPAM EMAIL FROM OUR SERVERS. Sending spam emails which include links to a web site hosted on one of our servers is also forbidden. We reserve the right to suspend or terminate any site that is linked to from spam emails. To protect our servers we may impose limits on the number of emails sent within a particular time frame from our servers. **Usenet Spamming:** We have a zero tolerance policy for the use of our network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

##### Server Use

We want to allow our customers to use our servers the best way, but in order to protect other users, we may, temporarily or not, suspend a shared hosting site if this site slows down our servers or uses too much server resource. In this case, we will try to find a solution together with the customer.

You may not use your site to publish material, which Reload Creative Ltd determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

You must take reasonable steps to protect the security of our servers. This includes, but is not limited to:

- keeping all passwords to Reload Creative Ltd systems secure. You must not reveal your passwords to third parties.
- ensuring that any scripts that are installed on your site cannot be exploited to compromise the security of the server.

The following constitute violations of Reload Creative Ltd terms and conditions:

- Illegal use: Reload Creative Ltd services may not be used for illegal purposes, or in support of illegal activities. Reload Creative Ltd reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
- Harm to minors: Use of the Reload Creative Ltd service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
- Threats: Use of the Reload Creative Ltd service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- Harassment: Use of the Reload Creative Ltd service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
- Fraudulent activity: Use of the Reload Creative Ltd service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," "hiyp schemes," and "chain letters."
- Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM): Use of the Reload Creative Ltd service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Steve Powell Design account.
- Unauthorized access: Use of the Reload Creative Ltd service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Reload Creative Ltd's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending account is subject to immediate termination.
- Fraudulent links: Use of fraudulent referrers to a site hosted on our servers is forbidden. This includes, but is not limited to, blog ping backs. Inappropriate (e.g. off-topic or automated) postings to forums, or other services containing links to a site hosted on our servers is forbidden.
- Servers and Proxies: Use of server software or scripts which creates a listening socket on our server is forbidden. Proxies which receive requests over HTTP and use our network connection to forward the request to another server are not permitted. This includes, but is not limited to, HTTP proxies.
- File Sharing and Bit Torrents: Use of software and scripts for "file sharing", "bit torrents" or similar is not allowed on our servers. This includes sending or receiving files using these mechanisms.

##### Scripts

You are responsible for ensuring that any scripts that you install do not compromise the security of our servers. This includes, but is not limited to:

- ensuring that it is not possible to abuse such scripts to gain access to the file system of the server.
- ensuring that it is not possible to abuse such scripts to send emails to third parties.
- ensuring that you update any installed scripts with the latest releases, which often contain security fixes.

If a script installed on your site is compromised, we may require a clean up of your site. Where we provide an automatic script installer we may update installed scripts to the latest releases.

##### Server maintenance

We might have, from time to time, to perform maintenance, upgrades or replacements to our servers. We reserve the right to suspend access to such server during the required time to do the maintenance, upgrade or exchange the server, for no more than 8 hours. In this event, the users will be sent an e-mail at least 24 hours before the due date and time for maintenance.

##### Responsibility

Reload Creative Ltd will not be responsible for any damages your business may suffer. Reload Creative Ltd makes no warranties of any kind, expressed or implied for services we provide. Reload Creative Ltd disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Reload Creative Ltd, its employees, suppliers, customers or any third party.

You, as a Reload Creative Ltd customer, are solely responsible for the content stored on and served by your web site.

##### Backups

You are solely responsible for maintaining adequate backups of your content. We may provide a backup service for your site, however, we do not accept responsibility for any failure of our backup mechanism. We will restore your site from original backup if ever you need this. If restorations are necessary, we may charge a £30 fee for doing so.

##### Technical Support

Reload Creative Ltd provides technical support to our customers via a email. For shared hosting, Reload Creative Ltd provides support related to your web site physical functioning. Reload Creative Ltd does not offer technical support for application specific issues such as PHP or cgi programming, html, script installation or any other such issue. You may purchase additional technical support for issues which are not covered by our normal support. For a cost estimate for additional support please send an email describing the support you require. If you purchase additional technical support and our estimate is too low we will stop work and advise you as soon as possible and provide you with a new estimate. If our estimate is too high, we will refund any extra amount paid by you.

##### Dedicated Servers

Standard dedicated server technical support is limited to resolving issues related to functioning of the server hardware. The customer agrees to provide any information required to diagnose faults, such as root passwords. Additional Basic and Advanced management are available for purchase in advance. These provide additional support for day to day running of your server, and include the following activities:

- Site Backup Configuration and Restoration
- DNS Configuration
- Software Installations
- SSL certificate management

For customers who take advantage of the Advanced Management service, we will undertake any administration tasks on your server as directed, up to 2 hours per month (doubled to 4 hours for the first month). Unused hours can be carried over into the next month (but not subsequent months).

##### Modification

We may modify any of these terms and conditions contained, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Your continued participation now, or within thirty (30) days following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. If any modification is unacceptable to you, your only recourse is to terminate your account(s). In this case, a pro-rata repayment of web hosting costs will be made.

##### Chargeback and Payment Disputes

All payment disputes must be raised via email.

If you dispute a payment we may immediately suspend or terminate all services you have purchased from us. We may levy a charge of £20 GBP per dispute instance, payable before we restore your services.

##### Termination and Suspension

You may terminate your hosting at any time by advising us via email that you wish to do so.

We may suspend any or all of your services where we have reason to suspect a violation of our terms and conditions whilst we investigate the suspected violation. We may suspend your services where we have reason to suspect that a script installed on your site is being abused whilst we investigate the suspected abuse.

##### Clean Up

If we suspect that activities performed by you or a third party on your hosting account, whether deliberate or not, may compromise the security of our server or any other server or computer, we may require a clean up to be performed.

A simple clean up will be provided free of charge, resulting in total loss of existing data on your hosting account. You should then restore the site from your backups. Depending on the severity, we may agree to perform a complex clean up (targeting only compromised files), for which we will charge support at our standard support rate.

##### Violations

If you violate our terms and conditions we may terminate or suspend (temporarily or indefinitely) any services you have with us. In this case no refund will be given for any payments that have been, or are made by you to us. Following a violations of or terms and conditions, we may levy an investigation charge of £30 GBP per instance.

##### Cancellation and refund

Reload Creative Ltd will accept a request to cancel a web hosting account and give a full refund to a new customer who requests such refund and cancellation within 30 days of ordering. Domain name registrations cannot be cancelled and are not refundable. Dedicated server plans are not refundable.