

# Terms and Conditions

Ubiquitas Design Limited ("Ubiquitas") specialises in the provision of Internet Services, Graphics Design, and related programming. In purchasing these services the client is contracting with Ubiquitas. The Terms and conditions described below are applicable to all services supplied by Ubiquitas.

## 1. *About Ubiquitas*

- 1.1. Ubiquitas is a Design Agency. It provides the customer with web hosting, messaging, web and print design services.
- 1.2. Ubiquitas a company registered in England and Wales under number 3805809, whose registered office is currently situated at Ty Ucha, Tai Nant, Penycae, Wrexham, LI14 1UG
- 1.3. Ubiquitas's trading address is 75 Bromyard Road, St.Johns, Worcester, WR2 5BZ. Except for enquiries relating to technical support, all communications should be made to this address unless made by email to the address given in the contact area of our website at [www.ubiquitas.co.uk](http://www.ubiquitas.co.uk)

## 2. *Services*

- 2.1. Ubiquitas warrants to the Customer that the Services will be provided using reasonable care and skill but at all times this will be subject to downtime caused by routine or emergency maintenance by the Customer or occasioned by third parties. Ubiquitas will not be liable to the Customer or any third party for any losses whatsoever caused by such downtime.

## 3. *Charges and Payment*

- 3.1. All accounts are payable on demand. In the absence of demand, payment in full for the goods supplied shall be made by the Customer to Ubiquitas on or before the thirtieth day following the date of the invoice.
- 3.2. Ubiquitas shall be entitled to issue an invoice for the Charges on the Commencement Date or as soon thereafter as is reasonably practicable.
- 3.3. The Customer agrees to pay for the Premium hosting package 12 months in advance, Dedicated Server package 3 months in advance, any other project charges payable according to terms of specific project contracts or 30 days in arrears if not specified.
- 3.4. Accounts outstanding after 30 days may be liable to disconnection and subject to interest accrual on a daily basis at Bank of England rate + 5%

## 4. *Customer Obligations*

- 4.1. The Customer shall: -
  - 4.1.1. Keep full security copies of the Customer's computer programs data base and computer records on a daily basis or more frequently if required by best computing practice;

- 4.1.2. In order to maintain the data-transfer volume restrictions, check all email accounts in regular intervals and download the email stored therein. Ubiquitas may, should the capacity of the Customer's email boxes be exceeded at any time, return all subsequently received emails to the senders without notice to the Customer. Email accounts that have not been used for a period exceeding two (2) months) are subject to suspension by Ubiquitas. Upon such suspension, Ubiquitas will send a notification to the Customer's primary contact email address, announcing the suspension of the account. Failure to respond to such notice with a request for reinstatement of the account may, at Ubiquitas's sole discretion, lead to the termination of the subject account and the email box may be deleted from Ubiquitas's servers. In such cases, Ubiquitas takes no responsibility for the loss of any data and/or emails still located in such account and the Customer's has no recourse against Ubiquitas for any damages resulting from the loss of such data.
  - 4.1.3. Keep confidential all passwords received from Ubiquitas for the purpose of the Services and notify Ubiquitas immediately upon becoming aware that a password has become known to an unauthorised third party.
  - 4.1.4. Only make use of the Services for a legitimate and lawful purpose.
  - 4.1.5. Complete its own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.
  - 4.1.6. Ensure that it complies at all times with all relevant laws and obligations including but not limited to any licence under the Act which is applicable to the Customer and all related laws in any territory in which the Customer is situated or in which the Customer's Website may be accessed or made available. The Customer must also obtain any relevant consents and approvals for the installation and use of the Equipment. Ubiquitas will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.
- 4.2. The Customer shall NOT:-
- 4.2.1. send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available;
  - 4.2.2. make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This shall include but not be limited to not sending large numbers of electronic mails with the same content which is commonly referred to as "spamming";
  - 4.2.3. use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are erotic or pornographic including but not limited to any other material, images, displays or services which are offensive, illegal or immoral or which is in breach of any legal obligation;
  - 4.2.4. use the Services in a manner which infringes a third party's copyright or other intellectual property rights of whatsoever nature.

4.2.5. Without prejudice to any other rights of Ubiquitas arising from this Agreement or otherwise, the Customer will indemnify Ubiquitas against all claims, losses, liabilities, expenses, fines and penalties of whatsoever nature made, incurred or imposed as a result of a breach by the Customer of the terms of this clause.

## **5. Liability**

- 5.1. To the extent permitted by law, Ubiquitas shall not be liable to the Customer save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Customer.
- 5.2. So far as is permitted by law Ubiquitas makes no warranty to the Customer as to the quality of the Services or Equipment or the fitness for purpose of the Equipment and in any event, Ubiquitas shall only be liable for material breaches of its obligations under this Agreement and to the extent of 500 GBP per breach.
- 5.3. Neither party shall have any liability to the other in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising.
- 5.4. The Customer will indemnify Ubiquitas for all loss of revenue, business profits, costs and expenses arising from any failure by the Customer to use the Services in accordance with this Agreement or failure to return (if required under the terms of this Agreement) the Equipment in good condition and against any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the site by the Customer.
- 5.5. Ubiquitas disclaims all liabilities in connection with the following :
- loss of material uploaded
  - incompatibility of the site with any of the Customer's equipment, software or telecommunications links
  - technical problems including errors or interruptions of the site
  - unsuitability, unreliability or inaccuracy of the site.
- 5.6. Ubiquitas will indemnify the Customer for claims made against the Customer by third parties for breach of their Intellectual Property Rights if such breach has been caused by the act, omission or otherwise of Ubiquitas, its employees or agents.
- 5.7. Nothing in this Agreement shall prevent Ubiquitas from pursuing payment of a debt against the Customer.
- 5.8. Where the Customer accesses this site from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.

## **6. Termination**

- 6.1. Either party may at any time by giving notice in a written and signed summary document, terminate this agreement without compensation to the other party if the other party shall become bankrupt, or if a body corporate pass a resolution or the court shall make an order that one party be wound up, otherwise than by way of amalgamation or reconstruction, or if a receiver or manager on behalf of a creditor

shall be appointed, or if circumstances shall arise which entitles the court to make a winding up order.

- 6.2. Ubiquitas shall have the right to terminate this Agreement without reason upon giving 14 days written notice to the Customer and termination shall occur at the expiry of the notice period. The Customer shall have the right to terminate this Agreement any time giving written notice to Ubiquitas. Termination shall occur at the reception time of the notice.

## **7. Intellectual Property Rights**

- 7.1. All Intellectual Property Rights of the Company in any Equipment and ancillary documentation shall at all times for the Duration Period of this Agreement remain vested in the Company.

## **8. Data Protection**

- 8.1. All information, mail messages and other data stored on the Company's computer system will be treated as private and solely the property of the Customer at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and/or for the purpose of the Company's back up services and/or providing the Customer with the Services and/or for the Company's own internal purposes such as market research.
- 8.2. The Company expressly points out to the Customer that by entering into this Agreement the Customer acknowledges and agrees that once the Customer's unencrypted data passes onto the Internet, it is not secure and is open to unscrupulous use. The Company cannot accept responsibility or liability for any data or information that becomes available by such means against the wishes of the Customer and the Company recommends the use of encryption for transfer of sensitive data or information.

## **9. Force Majeure**

- 9.1. The Company shall not be liable for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.

## **10. Complaints**

- 10.1. The Customer should address any complaints concerning the provision of the Services to the Company at the Company's address.