

## **scideas software web services standard terms and conditions**

### **1.1 General**

scideas software Registered in Ireland (hereinafter referred to as "scideas software") provides web site design, development, Hosting, domain name registration and other similar services, (hereinafter referred to as the "Services").

scideas software reserves the right to suspend or cancel a customer's access to any or all Services provided by scideas software or their hosting partners when scideas software decides that the account has been inappropriately used or that these Terms and Conditions or the Terms and Conditions of our hosting partners have been broken in whole or part. These Terms and Conditions supersede all previous representations, understandings or agreements, unless specifically agreed otherwise by both Parties, in writing. All work is carried out by scideas software on the understanding that the customer has agreed to scideas software's terms and conditions.

### **1.2 Indemnification**

The Customer agrees that it shall defend, indemnify, save and hold scideas software harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against scideas software, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Customer, its agents, employees or assigns. The Customer agrees to defend, indemnify and hold harmless scideas software against liabilities arising out of any injury to person or property caused by any products sold or otherwise distributed in connection with scideas software limited; any material infringing or allegedly infringing on the proprietary rights of a third party or causing a copyright infringement and any defective products sold to customer from scideas software's or its partners' servers.

### **1.3 Governing Law**

This agreement shall be governed by Irish Law.

## **2.0 Web Site Design Services**

All web design commissions provided by scideas software to the Customer are subject to the following terms and conditions.

### **2.1 Scope of Work and Price Agreement**

Charges for Services to be provided by scideas software will be defined in the customer's Project Scope. Under normal trading circumstances, the Project Scope will be issued by scideas software following receipt of a request for quotation from the Customer, which shall identify the scope of work intended. scideas software will provide its quotation which will include the Project Scope for acceptance or comment by the Customer. Any quote is valid only for 30 days. Once the Project Scope has been accepted by the Customer, this will then be deemed to be the sole document which will specify the scope of work.

Where possible and relevant, based upon the information provided by the Customer, such other resources will be identified in the Project Scope. However, in those circumstances whereby such resources cannot be reasonably identified at the Project Scope stage, then scideas software reserves the right to issue an amendment to the Project Scope as soon as it becomes clear that additional resources might be required, which might include a re-evaluation of the costs quoted.

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that scideas software holds no responsibility for any amendments made by any third party, before or after a design is published.

Any indication given by scideas software of a project's duration is to be considered by the customer to be an estimation. scideas software cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by scideas software for the initial payment or by date confirmed in writing by scideas software.

### **2.2 Payment Clause**

All services require an advance non-refundable deposit of 25% of the project quotation total before the work is supplied to the Customer for review. The remaining will be due upon completion of the work or at stage payment as agreed in the proposal. Work on the project will not commence until scideas software has received this amount.

Charges for any additional services over and above the estimated design, will become fully payable at the time of estimate or quotation acceptance. Publication and/or release of work carried out by scideas software on behalf of the customer, may not take place before cleared funds have been received.

### **2.3 Customer Review**

scideas software will provide the Customer with an opportunity to review the appearance and content of the Web site during the design prototype stage.

The customer agrees to allow scideas software to place a small credit on printed material exhibition displays, advertisements and/or a link to scideas

## **scideas software web services standard terms and conditions**

software's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The customer also agrees to allow scideas software to place websites and other designs, along with a link to the customer's site on scideas software's own website for demonstration purposes and to use any designs in its own publicity.

### **2.4 Customer Acceptance**

At the "sign-off" stage the customer will be presented with the completed project. Such materials will be deemed as acceptable and approved unless the Customer notifies scideas software to the contrary within 10 working days of the date the materials were made available.

Invoices will be provided by scideas software upon customer sign-off. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be subject to a service charge for an amount equivalent to Bank Rate + 2% of the outstanding balance.

### **2.5 Default**

Accounts unpaid 30 (thirty) days after the date of invoice will be considered in default. If the Customer in default maintains any information or files on scideas software's Web space, scideas software will, at its discretion, remove all such material from its web space. scideas software is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account. Customers with accounts in default agree to pay scideas software reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by scideas software in enforcing these Terms and Conditions.

### **2.6 Termination**

Termination of services by the Customer must be requested in writing and signed. Termination will be effective on receipt of such notice. The Customer will be invoiced for design work completed to the date of first notice of cancellation for payment in full within 30 (thirty) days.

Any web site content, i.e. text and images provided by, or entered into the system by the customer and/or their customers, remains the property of the customer. Any associated system coding developed by or provided by scideas software remain the intellectual property of scideas software, unless otherwise agreed and stated in writing by both parties.

If a customer wishes to terminate their account with scideas software and transfer their web site information elsewhere, scideas software will advise and assist with any data extraction and transfer work subject to scideas software's standard hourly rates.

### **2.7 Copyright**

The Customer retains the copyright intellectual property rights to data, files and graphic logos provided by the Customer, and grants scideas software the rights to publish and use such material. The Customer must obtain permission and rights for the use of all information, content, images or files used on the web site and in other graphic design media that are copyrighted by a third party. Should scideas software, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow scideas software to remove and/or replace the file on the site without notice. The customer agrees to fully indemnify and hold scideas software free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

### **2.8 Changes to Site**

You have one month from launching of the website within which to request minor amendments/enhancements to the website and to correct errors free of charge. Thereafter, and for the lifetime of the website, any flaws in design or functionality that derive from incorrect coding will be fixed free of charge. All other changes done by scideas software will attract a further fee.

### **2.9 Standard Media Delivery**

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Customer in electronic format (ASCII text files delivered on disk or via e-mail) and that all photographs and other graphics provided by the Customer will be of sufficient or appropriate quality.

The customer agrees to supply scideas software with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Images must be of a quality suitable for use without any subsequent image processing, and scideas software will not be held responsible for any image quality which the customer later deems to be unacceptable. scideas software cannot be held responsible for the quality of any images which the customer wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Although every reasonable attempt shall be made by scideas software to return to the Customer any images or printed material provided for use in creation of the Customer's Web site, such return cannot be guaranteed and it is the responsibility of the Customer to retain the original or a back-up

## **scideas software web services standard terms and conditions**

copy or to employ suitable Disaster Recovery procedures.

### **2.10 Access Requirements**

If the Customer's Web site is to be installed on a third-party server, scideas software must be granted read/write access to the Customer's storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

### **2.11 Post-Placement Alterations**

scideas software cannot accept responsibility for any alterations caused by any other party to the Customer's web site once installed. Such alterations include, but are not limited to additions, modifications or deletions. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Any images and/or data that scideas software does include in all good faith, and then finds out contravenes these Terms and Conditions, must be allowed to be removed by scideas software. scideas software is to be held in no way responsible for any such data being included.

## **3.0 Web Hosting and Email Services**

All web site support and hosting services provided by scideas software to the Customer are subject to the following terms and conditions and supplement our standard terms and conditions above.

### **3.1 Server Usage**

Web site hosting service accounts are defined as those facilities provided to support and host the Customer's web site. If applicable, your account is for your use only. You must take all reasonable measures to ensure that third parties do not access your account through revealing your password to them. Accounts are to be used by the customer/account holder only. Account holders are not permitted to resell, store or give away web-hosting services of their web site to other parties. Exceptions to this include links, ad banners, classified ads, and personal ads.

You may not run server processes from your account without our prior agreement.

scideas software reserves the right to refuse hosting services to anyone should it decide that the account has been used inappropriately or otherwise. scideas software will not allow Illegal Material - including copyrighted works, commercial audio, video, or music files, and any material in violation of any International, National, or Local Government regulation - to be stored on its servers or its hosting partner's servers:

The customer will be responsible for ensuring that the content of their website does not violate Irish law or International Law. Use of the server for spamming, or bulk or unsolicited emailing is not permitted. The Customer is responsible for and shall accept responsibility for any defamatory, confidential, secret or other proprietary material available on their web site.

We reserve the right to remove a Customer' account if it is found to violate Irish Law or the terms of these conditions.

The Customer will be held responsible for all the content in their website and for any claims or damages resulting from its content.

### **3.2 Spam Guidelines**

Unsolicited email (Spam) is considered an unacceptable use of a domain. Whether the unsolicited email originates directly from the customer's web-space area or otherwise, abuse reports received concerning a domain may result in suspension or closure of the service without refund.

### **3.3 Payment Policies**

All accounts are set up on a prepay basis. Although scideas software reserves the right to change prices of accounts or services at any time, pricing is guaranteed for the period of prepayment. Payment is due every 12 months following the date the account was established.

scideas software reserves the right to suspend this and other services until any outstanding debt is cleared. scideas software will not be responsible for any data lost due to non-payment closure of an account. The Customer is responsible for all money owed on the account from the time it was established to the time that the Customer sends a written cancellation request. We reserve the right to remove a customer's website if payment is more than two calendar months outstanding and to charge an administration fee of €100 to reconnect service.

### **3.4 Cancellation and Refunds**

Fees charged on a prepay basis are non-refundable.

### **3.5 Disclaimer**

scideas software will not be responsible for any damages your business may suffer due to reasons beyond our control. This includes loss of data resulting from delays, copyright infringements, non-deliveries, wrong delivery, and any and all service interruptions caused by scideas software and its employees or third parties in the course of agreed work. scideas software reserves the right to revise its policies at any time. We reserve the right to amend and update these Terms and Conditions at any time without notice.

## **scideas software web services standard terms and conditions**

### **3.6 Technical Support**

Unless otherwise stated, the web-site hosting, email and ecommerce services shall be provided by a third party in partnership with scideas software. scideas software has no influence in relation to the hardware, software and technical support offered by the third party and is not responsible for any technical deficiencies or breaks in service when they occur. Should technical support be required by a customer, an email should be sent to scideas software and the matter raised will be discussed with the relevant third party partner.

Where scideas software consider that the services offered by our hosting service do not meet the requirements of the customer or that an increased level of technical support is necessary, scideas software will endeavour to find a suitable alternative service to host the customer's web site and provide email services. scideas software will advise and assist with any data extraction and transfer work subject to scideas softwares standard hourly rates. scideas software reserves the right to issue a re-evaluation of the costs quoted to accommodate such changes.

### **3.7 Unlimited Use Policy**

High bandwidth usage: In rare cases, scideas software may find a Customer to be using server resources to such an extent that he or she may jeopardise server performance and resources for other Customers. In such instances, scideas software reserves the right to impose the High Resource User Policy clause as stated below in order for scideas software to provide equitable consideration of all its customers.

### **3.8 High Resource Policy**

Resources are defined as bandwidth and/or processor utilisation. scideas software may implement the following policy to its sole discretion: If a web site is found to be monopolising the resources available to the detriment of other customers of scideas software, then scideas software reserves the right to immediately suspend that site. This policy will only be implemented in extreme circumstances. Customers may be offered an option whereby scideas software continues hosting the website for an additional fee.

### **3.9 Data Backup**

scideas software is not responsible for the backup of data on a customer's web site and will only backup files necessary to recreate the original web site.

## **4.0 - Domain Services**

### **Service Provision**

4.1 scideas software will provide the Domain Services to the Customer upon the terms and conditions set out in Part 4 and Part 1 of these Conditions.

### **4.2**

The Customer undertakes and warrants to scideas software that the registration of any domain name requested by it (a "Requested Domain"):

4.2.1 and the manner in which it is to be directly or indirectly used will not infringe any third party rights; and

4.2.2 is not being made in bad faith or could be considered to be an abusive registration under the ICANN or Nominet dispute resolution policies, whichever is appropriate. The Customer also confirms and warrants that any Requested Domain is not being registered and will at no time whatsoever be used for any unlawful purpose.

### **4.3**

The Customer acknowledges that, whilst scideas software will use its reasonable endeavours to register or renew a Requested Domain, scideas software will not be obliged to accept any request to register or continue to process any registration of a Requested Domain.

### **4.4**

The Domain Services are limited to forwarding the application for registration to the relevant naming authority, providing reasonable administration services in relation to the application and notifying the result of the application to the Customer within a reasonable period after communication from the authority. scideas software will use reasonable endeavours to notify the Customer of any renewal dates however scideas software accepts no liability for the loss of registration of any Requested Domain.

### **4.5**

scideas software makes no representations or warranties (expressed or implied) of any kind (and they are expressly disclaimed) with respect to availability or likelihood of registration of any Requested Domain. The Customer acknowledges that scideas software cannot guarantee the reservation, registration or renewal of any Requested Domain and that the registration of such domain name will be subject to any registration requirements of the appropriate registry.

### **4.6**

The Customer will check that the domain name as reported on all documents sent to the Customer (such as invoices and e-mail notifications) is spelt

## **scideas software web services standard terms and conditions**

correctly. The Customer will notify scideas software of any incorrect spellings of a Requested Domain promptly and in any event within 24 hours of receiving such document.

4.7

The Customer will at all times comply with the terms and conditions (from time to time subsisting) applying to the registration of domain names published by the relevant naming authority (including the domain dispute resolution policy of that authority) and any other authority having similar force.

4.8

If the Customer wishes to transfer ownership of a Requested Domain then it will procure all necessary consents to that transfer and will deliver up to scideas software, on demand, documentary evidence that all such consents have been obtained. The Customer agrees that prior to transferring ownership of a Requested Domain to another person (the "Transferee") the Customer will procure that the Transferee agrees in writing to be bound by the terms of the Agreement. A Requested Domain will not be transferred until scideas software receives such written assurances as it requires that the Transferee is bound by the terms of the Agreement.

4.9

scideas software will not transfer ownership of a Requested Domain until all Fees attributable to the Domain Services which are due have been paid by the Customer to scideas software.

4.10

scideas software may from time to time change the registrar that a Requested Domain is held with, at its discretion and without notice to the Customer.

4.11

The Customer agrees and acknowledges that scideas software will make registration information provided by the Customer in relation to the Requested Domain available to ICANN, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority. The Customer further acknowledges that scideas software may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided, for purposes of inspection (such as through the WHOIS service) or other purposes as required or permitted by ICANN, Nominet and applicable law. The Customer consents to any and all such disclosures, whether during or after the term of registration of the Requested Domain. The Customer irrevocably waives any and all claims and causes of action arising from such disclosure or use of the domain name registration information by scideas software.

4.12

scideas software will only allow a domain name owned or managed by the Customer to be attached to the ISP tag of scideas software or any of its Associated Companies if the Customer has an active hosting account with scideas software.