

Panoptos Ltd ~ Terms and Conditions

All services provided by Panoptos Ltd to the Customer are subject to the following terms and conditions.

- 1) Acceptance** ➤ A copy of these terms and conditions must be signed by all new customers at the time of submission of work to Panoptos Ltd, indicating agreement to and acceptance of them.
- 2) Customer Review** ➤ Panoptos Ltd will provide the Customer with an opportunity to review the appearance and content of the web site during the design and once upon completion. The web site and related materials will be deemed to have been accepted and approved by the Customer unless they notify Panoptos Ltd within ten days of the date the materials are made available to the Customer.
- 3) Turnaround Time** ➤ Panoptos Ltd will install and publicly post or supply the Customer's web site by the date specified in the proposal, or if no such date is specified, within four weeks of the date initial payment is received from the Customer, unless a delay is specifically requested by the Customer. We shall endeavour to meet any deadlines agreed between us but in the event of any delay howsoever caused, we shall not be liable for any loss or damage thereby arising to you.
- 4) Agents** ➤ Panoptos Ltd reserves the right to use agents to carry out work requested by customers. All such work will be deemed completed by Panoptos Ltd and covered by these Terms and Conditions.
- 5) Copyright** ➤ The Customer retains the copyright to data, files and graphic logos provided by the Customer, and grants Panoptos Ltd the rights to publish and use such material. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting Panoptos Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Panoptos Ltd from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. A contract for web site design and/or placement shall be regarded as a guarantee by the Customer to Panoptos Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.
- 6) Design Credit** ➤ A link to Panoptos Ltd will appear in either small type or by a small graphic at the bottom of the primary "home" page of the Customer's web site. If a graphic is used, it will be designed to fit in with the overall site design.
- 7) Access Requirements** ➤ If the Customer's web site is to be installed on a third-party server, Panoptos Ltd must be granted temporary 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.
- 8) Post-Placement Alterations** ➤ Panoptos Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Customer's pages once installed. Such alterations include, but are not limited to, additions, modifications or deletions.
- 9) Charges** ➤ Charges for services to be provided by Panoptos Ltd are defined in the Proposal quotation given to the Customer. Some web site design services may require an advance part-payment at the discretion of Panoptos Ltd, depending on the scale of the project, before the work is supplied to the Customer for review. The remaining quotation balance will be due upon completion of the work.

Panoptos Ltd reserves the right to change prices of web design services and / or hosting at any time, however all pricing is guaranteed to the end of any advance payment period. Fees charged on an advance payment basis are non-refundable.

- 10) Payment** ➤ Invoices will be provided by Panoptos Ltd upon completion of the work for web design and any associated services. Invoices are due upon receipt. Accounts that remain unpaid thirty days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £25 per month of the total amount due.

Payment for services can be made by cheque or via bank transfer. Cheques should be made payable to "Panoptos Ltd" and sent to 2 Denham Hall Barns, Denham, Bury St Edmunds, Suffolk IP29 5EF. Account details for payment by bank transfer will be shown on the invoice.

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11) Default ➤ Accounts unpaid thirty days after the date of invoice will be considered in default. If the Customer in default maintains any information or files on Panoptos Ltd's web space, Panoptos Ltd will, at its discretion, remove all such material from its web space. Panoptos Ltd 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. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay Panoptos Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Panoptos Ltd in enforcing these Terms and Conditions.

12) Termination (by the Customer) ➤ Termination of services by the Customer must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until confirmed in writing. The Customer will be invoiced for design work completed to the date of first notice of cancellation, for payment within thirty days.

13) Termination (by Panoptos Ltd) ➤ Panoptos Ltd reserves the right to suspend or cancel a customer's access to any or all services provided by Panoptos Ltd where Panoptos Ltd decides that the web site has been inappropriately used or is in breach of legal restrictions.

14) Disclaimer ➤ Panoptos Ltd will not be responsible for any damages the Customer's business may suffer and makes no warranties of any kind, expressed or implied, for services we provide.

15) General ➤ These Terms and Conditions supersede all previous representations, understandings or agreements. The Customer's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions, a copy of which is also available via our website, www.panoptos.co.uk

16) Governing Law ➤ This Agreement shall be governed by English Law.

I have read, understood and accept these Panoptos Ltd Terms and Conditions of business.

Customer Signature:

Name (please print):

Position:

Company:

Date: