

Please read these terms and conditions carefully before ordering any Services from our website. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions. **Please read through these terms and conditions carefully** and print a copy for future reference.

Privacy policy and newsletter

You acknowledge and agree to be bound by the terms of our privacy policy

By placing an order for the Services, you consent to us sending to you our regular newsletter. This newsletter is our primary method of communicating with you and will inform you of changes to our website, notify you of planned outages and updates, and keep you informed about our services generally.

Information about us

<http://www.artcoders.co.uk> is a site operated by Artcoders ("we", "us" and "our").

Your status

By placing an order through our website, you warrant that:

you are legally capable of entering into binding contracts; and

you are at least 18 years old.

If you are acting on behalf of a company or other business, you further warrant that you personally have the authority to bind that company or business on whose behalf you are placing an order.

The order process

You can only place an order for the Services once you have successfully registered an account with us. Information that you provide while registering an account with us must be complete and accurate. You agree that we may block access to your account and the Services we supply if we reasonably believe that the information you have supplied is inaccurate. You must keep your user name and password secret at all times and not allow anyone else to use it. You must contact us immediately if you believe your user name and password has become known to someone else.

Before you submit an order (by clicking the "Submit Order" button) you will be shown your order on screen including details of the Services you have wish to order and the price payable. You will then have an opportunity to identify and correct any input errors in your order for the Services.

You will only be allowed to submit an order once you have registered a credit card or debit card on your account or set up a paperless direct debit.

After placing an order for the Services we will give you details of the Services you have ordered. We will send the same details to you in an email, together with an invoice, to the email address you provided when you registered your account with us.

How the contract is formed between you and us

The Contract will relate only to those Services we have confirmed. We will not be obliged to supply any other Services which may have been part of your order until such Services have been confirmed by us.

Our status

We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products or services you purchase from companies to whose website we have provided a link on our website will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

Consumer rights

If you are buying as a consumer (i.e., not within the course of your business), ordinarily, the Consumer Protection (Distance Selling) Regulations 2000 allow you to cancel the Contract at any time within seven (7) working days, beginning on the day after you received the Acceptance Confirmation. However, by placing your order for the Services, you agree to us starting supply of those Services before the end of the seven working day cancellation period referred to here. As such, you will not have the right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000.

This provision does not otherwise affect your statutory rights.

Our limited money back guarantee

We require a 50% upfront deposit when creating Websites, Web Applications or Software. Once we begin work this deposit is no longer refundable. It is your responsibility to provide us with the necessary content "written text, images, answers to our questions within the given time frame etc.." to complete your project. If you do not provide this content within a 2 week waiting period, we reserve the right to cancel your project and keep the 50% deposit. Upon completion of the project we require that you pay the remainder of what's owed. If you fail to pay what is owed within 7 days of the final completion date, we will use our discretion if we wish to permanently terminate any project that you have with us.

Price and payment

The price of any Services will be as quoted on our website from time to time, except in cases of obvious error.

The total cost of your order of the Services will be set out clearly to you before you submit your order for the Services.

Prices are liable to change at any time. We will notify you of a change in our prices at least thirty (30) days before the price increase comes into force. Any such price increase will not be effective until the Minimum Term. If you do not agree to such price changes, please cancel your Services with us. If you do not cancel you will be deemed to have accepted the new prices, and they will be

charged to the credit card, debit card or other payment method registered to your account.

Our website contains the details of a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced. Where a Service's correct price is less than our stated price, we will charge the lower amount when accepting your order. If a Service's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before accepting your order, or reject your order and notify you of such rejection.

We are under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent you an Acceptance Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

You must register a payment method for the Services you have ordered before submitting your order. You may pay by credit or debit card or, alternatively, you may set up a paperless direct debit against your account. We will take payment from the payment method you have registered against your account immediately upon sending you our Acceptance Confirmation or shortly thereafter. If we subsequently reject your order, we will refund the payment you have made to the credit card, debit card or other account you used to make the payment.

Time for payment shall be of the essence. No payment shall be deemed to have been received until we have received cleared funds. If your chosen method of payment is not authorised by your credit card provider or bank, you hereby authorise us to seek payment from any other credit card, debit card or direct debit registered against your account. Further, if your payment is still not authorised we may, at our discretion, suspend or terminate any Services we provide to you from time to time, even if payment in respect of such Services is not outstanding.

Quality

We warrant that (subject to the other provisions of these terms and conditions) any Services purchased from us through our website will be provided with reasonable care and skill.

We reserve the right to modify the Services without notice to you provided such modification does not adversely affect your access to, or use of, the Services or detract from the overall performance of the Services. Any change which may have such adverse effect on you or may detract from the overall performance of the Services will be notified to you at least sixty (60) days prior to the change taking effect.

You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out on our website or otherwise confirmed in writing by us. Nothing in this clause will exclude or limit our liability to you for fraudulent misrepresentation.

IP addresses

You will have no right, title or interest in any internet protocol address ("IP address") allocated to you, and any IP address allocated to you is allocated as part of the Hosting Service you purchased and is not portable or otherwise transferable by you in any manner whatsoever.

If an IP address is re-numbered or re-allocated by us, we shall use our reasonable endeavours to avoid any disruption to you.

You agree that you shall have no right, title or interest to any IP address upon expiry or termination of the Services, and that the acquisition by you of a new IP address following expiry or termination of the Services shall be solely your responsibility.

Back-up of your material and our servers

It is your responsibility to maintain appropriate and up-to-date back-up copies of any data, information or other material you upload (or permit to be uploaded) onto our servers ("Material") as part of your use of the Hosting Services. In the event of loss of or damage to your Material, you will not be given access to the server back-up we maintain pursuant to our archiving procedure.

We will follow our archiving procedures for the data stored on our servers. In the event of any loss or damage to our servers, your sole and exclusive remedy will

be for us to use reasonable commercial efforts to restore the data on our servers (including your Material) from the latest back-up we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

Hosting Service usage limitations

All our Hosting Service packages come with an unlimited web space allowance provided that:

your Material is linked into web pages;

you do not use the Hosting Service as a backup of, or repository for, your Material;

you maintain good housekeeping to maintain your Material; and

your comply with our acceptable use policy.

The Hosting Service package you order includes the per calendar month bandwidth allowance applicable to that hosting package as this is set out on this website at the time of your order. The Hosting Service you have ordered will be automatically suspended if this monthly bandwidth allowance is exceeded. If this happens, you have to upgrade your Hosting Service package to one which includes a higher monthly bandwidth allowance, or wait for the Hosting Service to resume at the start of the following calendar month.

Unless the Hosting Service package you order includes a dedicated server, you will only be allowed to use a maximum of five (5) per cent of our server's processing capacity when using the Hosting Service package, you order. At our absolute discretion, we may allow your usage to exceed this limitation, and we will speak to you about your hosting requirements if your usage has, or may have, a detrimental effect on our other customers.

The Hosting Service package you order includes the number of mailboxes applicable to that hosting package as this is set out on our website at the time of your order. However, any mailboxes that have not been accessed for one hundred (100) clear days will be automatically deleted from our system.

When using the Services, you must comply with our terms of website use and our acceptable use policy and these are incorporated into the Contract by reference. Any conflict between our terms of website use and these terms and conditions, will be resolved in favour of these terms and conditions. We shall be entitled to terminate the Contract, or suspend or terminate the provision of any individual Services, if you are in breach of our terms of website use or our acceptable use policy.

Support

If a problem has arisen with regard to the Services or your registered account, you can access support through our **Artcoders support system** twenty-four (24) hours a day, seven (7) days a week and we will get back to you as soon as possible.

The Artcoders team will help resolve any problems you have with the Services you are receiving however, we will not provide programming support to you

Domain names

Where the Contract includes our Domain Registration and Renewal Service:

we will endeavour to procure the registration of the domain name you request;

we will not be liable in the event that the relevant domain name registry refuses to register the domain name you request, or subsequently suspends or revokes any registration for that domain name;

we shall not act as your agent or on your behalf in any dealings with domain name registry;

the registration of the domain name you request and its ongoing use is subject to the relevant domain name registry's terms and conditions of use which you should obtain and consider;

the domain name you request will only have been successfully registered when you appear as the registrant on the appropriate "whois" database of the top level domain name registrar;

we shall have the absolute discretion to require you to select a replacement domain name to the one you have requested to be registered, and may suspend or terminate our performance of the Domain Registration and Renewal Service, if, in our opinion, there are reasonable grounds for us to believe that your current choice of name is, may or is likely to be in bad faith, breach of the provisions of these terms and conditions or any legal or regulatory requirement; and

you confirm and warrant that you are the owner of any trade mark in any domain name (or have the authority of the owner of any trade mark to use such name) that you have requested be registered.

You confirm and warrant that you are the legal owner of any domain name (or have the authority of the legal owner to use such domain name) supplied by you, or otherwise authorised by you, for use as a domain name in connection with any website in relation to which the Hosting Service supplied to you is used.

Once the domain name has been successfully registered, it will need to be renewed periodically to ensure you retain your registration of it. We will send you renewal notices thirty (30) days and seven (7) days before the renewal date of your registered domain name. These notices will be sent to the email address then registered against your account. You hereby authorise us to automatically renew the domain name for you unless you have cancelled the Domain Registration.

Intellectual property rights

You, or your licensor, retain all intellectual property rights in your Material, and you grant to us a worldwide, non-exclusive, royalty free licence to use, store and maintain your Material on our servers and publish your Material on the Internet for the purpose of providing the Hosting Service to you. You warrant that your Material does not infringe the intellectual property rights of any third party and you have the authority to grant the licence to us. We may make such copies as may be necessary to perform our obligations, including making back-up copies of your Material.

You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your

use of the Services or of any claim or action that your Material infringes, or allegedly infringes, the intellectual property rights of a third party.

If you download software we own from our website, we grant you a nonexclusive, non-transferable royalty free licence to use that software for the purpose set out on our website in relation to that software. Such licence will automatically terminate when we stop providing the Hosting Services to you.

Any third party software that you download from our website shall be licensed to you on the standard software licence terms of the owner of the intellectual property rights in that third party software as those licence terms are notified to you at the time you download such software.

We retain all intellectual property rights in any of our Services (other than in your Material) and our software, you must not decompile, disassemble or reverse engineer any of our mark-up, software, or anything created by us.

Our liability

We do not monitor and will not have any liability for your Material or any other communication you transmit, or allow to be transmitted, by virtue of the Hosting Services.

Due to the public nature of the Internet, we shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider and no guarantee or representation is given that the Hosting Services will be free from hackers or unauthorised users. You shall be liable for the content of any emails transmitted by virtue of the Hosting Services, for any material you upload to, or allow to be uploaded to, our servers and for ensuring compliance at all times with all relevant legislation (including, but not limited to the Data Protection Act 1998 and all other privacy laws, regulations and guidance notes made or issued thereunder).

All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.

Duration of the Services and cancellation

That part of the Contract relating to our Domain Registration and Renewal Service will commence on the date we send you our Acceptance Confirmation. It will continue until:

we have registered the domain name you have requested (the "Domain Name") and you subsequently ask us not to renew the registration of your Domain Name by logging into your domains control panel and setting the Domain Name renewal option to "cancel" at any time before the renewal date; or

we terminate the supply of our Domain Registration and Renewal Service by notice to you because:

the Domain Name is no longer available for registration;

Deletion of your data

If you cancel your Services, any data we hold or host in relation to the Services you have cancelled will be immediately and permanently deleted from our system. Accordingly, you are strongly advised to make appropriate copies of such data before you cancel your Services.

If you have purchased a Hosting Service aimed at resellers, your package will allow multiple accounts to be set up for your customers. If you disable any of these accounts and they remain disabled for fifty (50) clear days, we will immediately and permanently delete those disabled accounts (and all the data hosted in relation to them) from our system.

Additional terms

Additional terms and conditions may apply for our offers. If so, you will be advised of them at the relevant point.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that

communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices

All notices given by you to us must be given through our Artcoders support System. We may give notice to you at either the then current e-mail or postal address registered against your account with us.

Entire agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us both in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Acceptance Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions).

No variation of these terms and conditions shall be valid unless it is in writing and signed on our behalf.

Law and jurisdiction

Contracts for the purchase of Services through our site will be governed by English law. Any dispute arising from, or related to, such the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales. English is the language offered for the conclusion of the contract between us both.