

LandingNet Ltd

Terms and Conditions – June 2010

Please refer to the relevant section:

- I. Standard Terms and Conditions
- II. Payment
- III. Web Design & Development
- IV. Hosting, Domains & Email
- V. Search Engine Promotion

I. Standard Terms and Conditions

Apply to all services provided by LandingNet Ltd.

I. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The *Client's* signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

By accepting these terms and conditions your statutory rights are not affected.

LandingNet Ltd reserves the right to amend any of these terms and conditions at any time. Should clarification be required, please contact us.

II. Your Status

By placing an order with LandingNet, you warrant that you are legally capable of entering binding contracts, you are at least 18 years of age, and that 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 the order.

III. Governing Law

This Agreement shall be governed by English Law.

IV. Force Majeure

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement under Clause 19 (Termination) in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

V. Indemnification

The Client agrees that they shall defend, indemnify, save and hold LandingNet harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against LandingNet, its agents, its Clients, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by its Clients, its agents, employees or assigns. The Client agrees to defend, indemnify and hold harmless LandingNet against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with LandingNet's server; (2) any material supplied by its Clients infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to its Clients from LandingNet's server.

VI. Disclaimer

LandingNet will not be responsible for any damages your business may suffer. LandingNet makes no warranties of any kind, expressed or implied for services we provide. LandingNet 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 LandingNet and its employees. LandingNet reserves the right to revise its policies at any time.

VII. Travel Expenses

Any travel expenses incurred prior to approval for work to commence will not be charged to the Client. However, LandingNet Ltd reserve the right to charge 45p per mile for travel expenses incurred after work has begun.

VIII. Newsletter

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 terms and conditions, notify you of planned outages and updates, and keep you informed about our services generally. If the client decides to opt out from receiving this newsletter, it becomes the responsibility of the client to ensure they have the latest copy of LandingNet's terms and conditions

IX. Termination

Termination of services by the *Client* must be requested in a written notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing. The *Client* will be invoiced for any work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

II. Payment

I. Charges

Charges for services to be provided by LandingNet are defined in the project quotation that the *Client* receives via e-mail or post. Quotations are valid for a period of 30 days. LandingNet reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

All Web site design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the *Client* for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials. Charges for web design work does not cover the release of source png, gif, jpg or swf files; if the *Client* requires these items then a separate quotation can be prepared.

II. Payment

Invoices will be provided by LandingNet upon completion of the work for Web Design and any associated services. Invoices are normally sent via email; however, the *Client* may elect to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest at the rate of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

Payment for services is due by cheque made payable to LandingNet Ltd and sent to McGregor House, Washdyke Lane, Fulbeck, Grantham, Lincolnshire, NG32 3LD.

Alternatively, payment can be made via BACS to:

Barclays Bank Plc
Grantham Branch
Sortcode: 20-34-60
Account: 93886573

III. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the *Client* in default maintains any information or files on LandingNet's Web space, LandingNet will, at its discretion, remove all such material from its web space. LandingNet is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the *Client* of the obligation to pay any outstanding charges assessed to the *Client's* account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the *Client's* account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay LandingNet reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by LandingNet in enforcing these Terms and Conditions.

III. Web Design & Development

I. Acceptance

The client's approval for work to commence shall be deemed a contractual agreement between the client and LandingNet Ltd. **Important: Approval for the work to commence or payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.**

II. Client Review

LandingNet will provide the *Client* with an opportunity to review the appearance and content of the Web site during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the *Client* notifies LandingNet otherwise within ten (10) days of the date the materials are made available to the *Client*.

III. Turnaround Time and Content Control

LandingNet will install and publicly post or supply the *Client's* Web site by the date specified in the project proposal, or if no such date is specified, within four weeks of the date initial payment is received from the *Client* and all images and copy have been received, unless a delay is specifically requested by the *Client* and agreed by LandingNet. It is understood that LandingNet reserves the right to amend the date specified if additional work is requested by the client once the project has started.

In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid LandingNet with progressing the commission in a satisfactory and expedient manner.

During the project, LandingNet will require the *Client* to provide copy and images. If content is not provided within four (4) weeks of an official request by email then LandingNet reserves the right to advise the *Client* of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the Client is considered to be in default of the commission, the project will be terminated and the *Client* sent the final invoice for immediate payment. LandingNet will agree, at its discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.

IV. Copyright

LandingNet Ltd will hold the intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

In situations where the client provides images, text, animations or any other content for their website, they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by LandingNet Ltd in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used for publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the website for other purposes please contact us for clarification.

The Client retains the copyright to data, files and graphic logos provided by the *Client*, and grants LandingNet the rights to publish and use such material. The *Client* must obtain permission and rights to use any information or files that are copyrighted by a third party. The *Client* is further responsible for granting LandingNet permission and rights for use of the same and agrees to indemnify and hold harmless LandingNet from any and all claims resulting from the *Client'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 *Client* to LandingNet that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

V. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the *Client* in electronic format (ASCII text files delivered on cd or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by LandingNet to return to the *Client* any images or printed material provided for use in creation of the *Client's* Web site, such return cannot be guaranteed.

VI. Design Credit

A link to LandingNet will appear in either small type or by a small graphic at the bottom of the *Client's* Web site. If a graphic is used, it will be designed to fit in with the overall site design.

VII. Access Requirements

If the *Client's* Web site is to be installed on a third-party server, LandingNet must be granted temporary read/write access to the *Client'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.

VIII. Post-Placement Alterations

LandingNet cannot accept responsibility for any alterations caused by a third party occurring to the *Client's* pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

IX. Search Engine Promotion

Unless a separate Search Engine Promotion contract is in place, LandingNet Ltd will not be responsible for the clients' ongoing website promotion. No guarantees can be made about search engine rankings.

X. Accessibility & DDA Compliance

Unless otherwise specified, LandingNet Ltd will not guarantee any level of accessibility or DDA compliance for websites. Should this be an area for concern, please contact us for a separate quote.

XI. Outsourcing

LandingNet Ltd will act as the prime contractor for the web design and may sub-contract specific portions of the task as required, except that LandingNet Ltd permanent staff will act as Project Managers and primary contact point for all dealings with the client.

XII. Additional Charges

The duration of the project will be as defined in the schedule supplied. Extensions to this timeframe caused by non-delivery of materials or non-completion of agreed tasks by the client as specified in the schedule of this document may result in additional charges by LandingNet Ltd, such charges to be agreed in writing at each payments stage specified in the schedule.

If extensions to the agreed timescale become necessary due to the non-delivery by the client of agreed content, assets, sign-offs or other necessary components on or before the deadline dates specified in the schedule supplied, LandingNet Ltd reserve the right to invoice pro-rata for work carried out up to the agreed payment date.

IV. Hosting, Domain Name Registration & Email

LandingNet provides World Wide Web page hosting, domain name registration and email services.

I. Server Use

Accounts are to be used by the primary owner only. Account holders are not permitted to resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

LandingNet reserves the right to refuse service and / or access to its servers to anyone.

LandingNet do not allow any of the following content to be stored on its servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of LandingNet.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

LandingNet reserves the right to suspend or cancel a Client's access to any or all services provided by LandingNet when LandingNet decides that the account has been inappropriately used or otherwise.

II. Unlimited Use Policy

High bandwidth usage: LandingNet offers a high use policy by maintaining very large ratios of bandwidth per Client. In rare cases, LandingNet may find a Client to be using server resources to such an extent that he or she may jeopardize server performance and resources for other Clients. In such instances, LandingNet reserves the right to impose the High Resource User Policy for the consideration of all Clients.

III. High Resource User Policy

Resources are defined as bandwidth and/or processor utilization. LandingNet may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available LandingNet reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Clients will be immediately notified of this and may be offered an option whereby LandingNet continues hosting the website for an additional fee.

IV. Data Back-Up

LandingNet endeavour to back-up all data on behalf of the Client, we conduct weekly backups of our websites and databases but ultimate responsibility lays with the Client for undertaking any data back-up programs, database, web files or other digital material.

V. Spam Guidelines

Unsolicited email (spam) is considered an unacceptable use of a domain. Whether the unsolicited email originates directly from the clients webspace area or otherwise, abuse reports received concerning a domain may result in suspension or closure of the service without refund.

VI. Payment Policies

All accounts are set up on a prepay basis. Although LandingNet reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due each anniversary year following the date the account was established.

All renewal payments must be received at least 5 working days in advance of the renewal date to ensure that no disruption to the service is incurred. LandingNet reserves the right to suspend this and other services until any outstanding debt is cleared. LandingNet will not be responsible for any data lost due to non-payment closure of an account. The Client is responsible for all money owed on the account from the time it was established to the time that the Client sends a written cancellation request.

Reinstatement of an account is at LandingNet's discretion. LandingNet reserves the right to charge a reinstatement fee of 50 (fifty) pounds (excluding VAT) per account.

VII. Cancellation and Refunds

Fees charged on a prepay basis are non-refundable.

VIII. Domain Names

The client can register and administer their own domain names via a third party, but should we be unable to carry out work on the website with changes to the DNS settings, the client must conduct the changes within 14 days of notification from LandingNet Ltd. This will ensure that work is completed for the client in a timely fashion.

Payment for domain names registered by LandingNet Ltd on behalf of the client must be received in advance.

LandingNet may purchase domain names on behalf of the *Client*. Payment and renewal of those domain names is the responsibility of the *Client*. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of LandingNet. The *Client* should keep a record of the due dates for payment to ensure that payment is received in good time.

IX. Down-time

Occasionally, due to third parties experiencing technical difficulties, there may be issues with hosting, databases or email services. Please notify us as soon as a problem is detected. LandingNet Ltd carry out period checks of all websites and systems but cannot guarantee to notice immediately should your website, system or email services not be functioning correctly.

We always endeavour to rectify problems in an expedient manner.

V. Search Engine Promotion

I. General Conditions

LandingNet will endeavour to provide the Client with an exemplary pay per click account management service but due to LandingNet being a third party, the *Client* accepts that circumstances out of LandingNet's control may potentially lead to issues relating to non-display of ads, search terms, day-parting and cost-per-click limits and/or charges.

II. Budgeting

Due to the varying accounting methods used by the search engine platforms, fluctuations may occur in the spread of the budget throughout the month, ensuring exact monthly budgets are adhered to can be difficult. LandingNet will make every effort to ensure that the *Client's* budget is within a 5% margin each month, where possible.

III. Implementation of Tracking Systems

The *Client* agrees to the implementation of tracking software linked to their website to enable crucial monitoring of the campaign's performance. The *Client* then adheres to the use of the software and hereby agrees that LandingNet has the full usage of this data.

IV. Credit Card

The *Client* agrees that all payments required for the provision of pay per click budgets will be debited from the *Client's* credit card.

Should the *Client's* credit card be declined or refused for any reason, the *Client* will be contacted no later than the following working day. If LandingNet is unable to resolve the payment issue, the account will be paused for a maximum of 30 days, after which time, LandingNet reserve the right to cancel the pay per click agreement.

V. Confidentiality

Subject to the provisions of the following clause each party confirms, to the other, that it shall keep all confidential information submitted by the other strictly confidential.

VI. Management Fees

All fees are calculated and invoiced one month in arrears. LandingNet reserve the right to amend the management fees charged, allowing one full months notice to the *Client*.

Should fees be unpaid 30 days from the date of the invoice, LandingNet will pause the account until funds have been received from the *Client*. Once 90 days has been reached, the account will be deleted (or returned to its original standing in the case of existing accounts) and normal debt recovery procedures will be initiated.

VII. Receipts

LandingNet will ensure that all receipts in relation to debits by search engines will be collated and posted to the *Client* within two months of the debit.

VIII. Reports

Reports will be generated on the 1st of the month and emailed to the *Client*, unless specifically requested otherwise.

IX. Contact Details

The *Client* will be supplied details of their Pay Per Click Account Manager, who will be available Monday to Friday, 9am to 5pm to deal with any queries or issues.

X. Minimum Contract

The contract will run for a minimum of three months from the date of inception with a 30 day notice period of termination thereafter.