

Ereal Terms and Conditions

(Subject to Change without notice. For latest version please refer to <http://www.ereal.co.uk/terms.php>)

"Ereal" is a trading name of Wyvern Business Systems.

By using the Services of Ereal the Customer agrees to be bound by these Terms and Conditions.

The provisions of these Terms and Conditions are not meant to be exhaustive. Generally, conduct that violates law, regulation or the accepted norms of the Internet community, whether or not expressly mentioned in this Document, is prohibited. Ereal reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

1. Website

1a. Having received a succinct scope of requirements from the Customer, Ereal will produce a quotation relative to the aforementioned scope, detailing the design work to be carried out. The Customer must provide confirmation that the quotation is acceptable. Should this scope change during the course of the project Ereal will require the Customer to notify the changes in writing, in order that additional fees may be calculated. Once agreed, this scope will form the basis of the contract.

1b. This agreement constitutes the entire agreement between Ereal and the Customer. In making this agreement each party confirms that they have not relied on any inducement not recorded in this agreement.

2. Web Site/Project Design Proof

2a. Ereal will produce and publish, at a temporary Web Address, a design proof for the Customer's approval. The design copyright of the proof shall remain the sole property of Ereal. Use of the design in any respect without the express written permission of Ereal will constitute breach of copyright.

3. Design of Web Site/Project

3a. Ereal will undertake the design of the Customer's Web Site/Project upon written receipt from the Customer of confirmation that the design proof is satisfactory.

3b. Upon receipt of such confirmation any further modifications to the design specification will be considered an amendment to the contract. All modifications must be confirmed in writing and will be quoted for additionally.

3c. Customer's logos, artwork, graphics and photographs remain the Copyright of the Customer. Design, graphics and programming produced by Ereal remain the intellectual property of Ereal unless otherwise agreed. Copyright of any programming

scripts, including but not limited to, CGI, PHP, and Java Scripts, within the Web Site, will remain the property of Ereal and shall not be modified or reused without the express permission of Ereal.

3d. Should the Customer fail to deliver required information to Ereal within any agreed schedule, Ereal reserves the right to invoice and be paid for 50% of the original contract price.

3e. Once the Customer approves the completed design of the site, (graphical representation, colour scheme, page layout, i.e. frames, font choice, menu system and functionality) that approval is final. The approval must be confirmed in writing. Ereal will not continue any further development until such approval has been received. Subsequent changes, post approval, are subject to Ereal agreed rate, in addition to the original quotation supplied.

3f. On the final Web Site/Project presentation to the Customer, Ereal will assume approval if the Customer has not provided feedback within 7 days from the presentation date.

3g. Should any formal deadlines, agreed between Ereal and the customer, not be achieved due to any additional work requested by the customer or for any other reason, Ereal cannot be held liable for any costs incurred by the Customer.

3h. Ereal will only release the site in its entirety upon payment of the final invoice.

4. Domain Names

4a. Ereal, for the Customer, shall process registration of Internet domain names. Ereal will be the point of contact for each domain.

4b. Ereal shall not be liable to the customer for any direct, indirect or consequential loss, damage cost or expense including without limitation any loss of profit, business or anticipated savings suffered by customer on account of a failure to obtain, or loss of, a domain name

4c. The registration of a domain name does not confer any legal rights to a name or its use and any disputes between the Customer and a third party are to be settled using normal legal methods. The Customer agrees that Ereal will not be drawn into any such argument or dispute in any circumstances unless otherwise agreed by the parties in writing signed by an officer of Ereal

4d. If the Customer wishes to transfer the domain to another provider before the contract period is over, the Customer must give 3 months notice to Ereal. An administrative charge of £50 + VAT at the current rate may apply for transferring a domain name.

4e. All email addresses attached to the Customers domain name will be routed to the mail address or addresses provided by the Customer.

5. Hosting

5a. Ereal will not actively monitor, censor, or directly control any content that is displayed on or collected by the Customer's web site, and is transmitted or stored in e-mail message. However, Ereal provides the Services with the goals of

protecting network resources,

preserving the privacy and security of Ereal and its customers,

encouraging the responsible use of Internet resources and discouraging degrading, libellous, or illegal uses of such resources.

maintaining Ereal's reputation as a responsible provider of the Services

5b. Ereal will make reasonable endeavours to ensure that the services provided are continuous, but because the Services are provided by means of computer and telecommunication systems Ereal makes no warranties or representations that any Service will be uninterrupted or error-free.

5c. In no event will Ereal be liable to the customer for any indirect or consequential loss or damage, without limitation, loss of business, loss of opportunity, loss of profits, including as a result of disclosure of the Customer's password(s) or Security Phrase.

6. Connectivity Services

6a. The Customer undertakes to ensure that others under its control will not, use Ereal's e-mail services in a manner that breaches or contravenes accepted norms of the Internet community.

6b. The Customer acknowledges that any breach may result in the suspension or termination of Service or such other action, as Ereal deems appropriate without notification.

6c. When sending e-mail the Customer acknowledges that it is responsible for complying with any relevant legislation.

6d. The Customer acknowledges and agrees that Ereal is not responsible for the security of the contents of e-mail sent or received by the Customer.

6e. Ereal will use its reasonable endeavours to ensure that messages are routed accurately and promptly but do not accept any liability for non-receipt, non-delivery or mis-routing of e-mail or any other failure of the e-mail system.

6f. Ereal's policy is to respect the privacy of e-mail messages sent, received, forwarded or otherwise dealt with by Ereal. The Customer acknowledges that Ereal will therefore not monitor, edit or disclose the contents of such messages unless required to do so by law or competent authority or to protect Ereal's rights and/or position.

6g. Ereal takes steps to prevent computer viruses from being transmitted via electronic mail but cannot guarantee that messages do not contain computer virus code. The Customer is, therefore, strongly advised to undertake anti-virus checks prior to accessing email or the web. Ereal undertakes no liability for loss or damage caused by computer viruses.

6h. Ereal will use reasonable endeavours to maintain the Ereal dialup service in a satisfactory operating condition. As the Services are provided by means of computer and telecommunication systems Ereal cannot guarantee that this will always be the case. Ereal does not, therefore, accept responsibility for any interruptions or failures in the Ereal dialup service or for any defects that may exist, or for any costs, loss of profits, loss of data, or consequential losses arising from your use of, or inability to access or use the Ereal Service.

7. Search Engine Optimization and Submission Services

7a. Ereal will endeavor to produce satisfactory results when optimizing and submitting any website to the major search engines. However, it is not possible to guarantee that a website will gain a high or noticable rank in any search engine due to the constant changes within the search engine's own systems.

7b. Ereal will endeavor to be persistent when submitting your website into the search engines and will take reasonable measures to ensure your website conforms to the standards set by the major search engines for websites they list. However, Ereal are unable to guarantee that your website will appear in every search engine it is submitted to, as is also stated in the majority of search engine's own terms and conditions. Search engines regularly 'crawl' newly submitted websites but whether your website is noticed and in-turn ranked by the search engine is dependant upon the search engine's own systems.

8. Invoicing, Payment and Tender Validity

8a. All prices quoted are subject to VAT at the standard UK rate.

8b. Customers may be invoiced at the discretion of Ereal. The Customer authorises Ereal to take up credit references for the purpose of determining credit worthiness.

8c. Normal payment terms for website development is:

50% with order

25% on final design submission

balance on final design acceptance.

8d. Payment shall be made in UK Pounds Sterling to Ereal. Payments are due within 28 days of presentation of invoice. If due to bank charges, transfer fees, or the like, Ereal should receive less than its invoice amount, Ereal will re-invoice the Customer for the shortfall. In the event that any amount remains unpaid fourteen days after payment due date, Ereal reserves the rights to discontinue, withhold, or suspend services to the Customer to whom such unpaid amounts relate.

8e. In accordance with The Late Payment of Commercial Debts Act 1998 interest will be charged on all payments received outside of payment terms at the rate of 4% above Barclays Bank plc base rate. All charges incurred by Ereal due to late payment or cheques that require representing or fees required to recover debts will be passed onto the Customer.

8f. Tenders and Quotes are valid for 30 days from the date of the Tender or Quote. All prices quoted may be subject to change without notice after this period.

8g. Once Ereal has undertaken a commission for services; a cancellation fee of 50% of the total quotation will apply if the contract is terminated through no fault of Ereal.

8h. Web Site/Project code and graphics will not be released to the Customer until payment is received in full.

8i. Any further modifications to the Web Site will be chargeable under separate terms.

Disclaimer

1. Ereal cannot be held liable for any information contained within the Customer's Web Site/Project. The content of the Web Site/Project remains the copyright and intellectual property of the Customer. The Customer is liable for any legal costs incurred by Ereal caused by the content of the Customers' Web Site and agrees to indemnify Ereal for any awards made by a court of law.

2. The Customer is hiring Ereal to design and create a World Wide Web site (a "SITE") and to install the SITE on server space on an Internet Service Provider's (an

"ISP") computer. The Customer may not hold Ereal responsible for failings of the ISP, of any telecommunications carrier, of the Internet backbone, of any Internet servers, of the Customer's computers, or of the Customers' Internet software.

3. Search Engine entry and ranking cannot be guaranteed, as this remains the sole discretion of the 3rd party Search Engine provider.
4. Ereal accepts no liability for compatibility issues with code or any errors, omissions or failings of software code produced across different software or hardware platforms (although Ereal will endeavour to rectify any such problems).
5. Ereal accepts no liability for any loss of domain names or usernames and passwords registered for the Customer or transferred in or out for the Customer.
6. Ereal accepts no liability for any late delivery of a Web Site.
7. If third parties fail to deliver services/programming or information or hardware, Ereal reserves the right to adjust the initial quotation to accommodate any additional costs incurred.
8. Ereal reserves the right to refuse any order in full or in part without explanation. All orders are accepted subject to approval of content.
9. Ereal will not accept websites, e-commerce or other projects where content is of defamatory, pornographic or illegal nature.
10. Ereal reserves the right to incorporate it's digital media logo linking to it's own website in all sites designed for any Customer.

Jurisdiction

This contract shall be governed by the laws of England and Wales and any disputes deriving shall be adjudicated within that jurisdiction.