

# 2Cs Communications Limited

## Standard Terms and Conditions



2Cs Communications Ltd (hereinafter referred to as 2Cs or 2Cs Communications Ltd) terms and conditions cover all projects, services and jobs undertaken for Clients, agreed in writing or by E-mail communication. These terms and conditions can only be added to or amended in a specific 2Cs Communications proposal or scope of supply.

### 1. Intellectual Property

Subject to any pre-existing third party rights, intellectual property rights in respect of all brand development, visual design and where appropriate, programming, will vest with the Client upon payment of all outstanding invoices. With regard to internet based services, 2Cs retain all intellectual property rights to developed products and source code including but not limited to ASP, ASP.NET, JavaScript, Content Management Systems and uncompiled Flash files unless otherwise agreed, and for which a separate fee may be applicable.

### 2. Validity

All proposals issued by 2Cs Communications are valid for a period of 28 days only from the date of issue. 2Cs Communications reserves the right to cancel or revise any outstanding proposal after expiry of this period if official written acceptance by the Client has not been received.

### 3. Acceptance

No proposal issued by 2Cs Communications will be considered binding upon 2Cs Communications until it officially accepted in writing by a Director, Partner or authorised representative of the Client and so acknowledged by the proposing officer of 2Cs Communications. The conditions of supply, as set out by 2Cs Communications, may not be modified or varied unless specifically agreed in writing under the signature of a Director of 2Cs Communications. 2Cs Communications does not recognise any terms and conditions of purchase of the Client that are contrary to this Agreement. Execution of, compliance with or implementation of orders does not imply 2Cs Communications' acceptance of the Client's conditions. 2Cs Communications also reserves the right to cancel or to modify the terms of any proposal if it is unable to obtain satisfactory credit references for the Client.

### 4. Variation

2Cs Communications reserves the right to submit variation invoicing if the scope of work changes from that set out in the proposal or scope of supply.

### 5. Invoicing

Unless otherwise stated in a project proposal or scope of supply 2Cs will invoice the Client 50 per cent of the estimated or fixed project value on project acceptance and this sum must be paid immediately. The balance is then invoiced on project completion. Projects below certain values as determined from time to time by 2Cs and at its sole discretion may waive the above commencement invoice requirement, and invoice the project in full on project completion. Invoices will be issued in UK Sterling. However, with the agreement of the Client, 2Cs Communications reserve the right to issue invoices in other currency denominations. Unless otherwise advised by the Client, 2Cs Communications will submit invoices to the Client address indicated on Client purchase orders, letterhead or other correspondence.

### 6. Performance of Services

2Cs Communications will perform its services in a

professional and workmanlike manner.

2Cs Communications will use reasonable efforts to complete the services in accordance with the schedule set forth in the Scope of Supply, subject to the fulfilment by the Client of its responsibilities as set forth herein and in the Scope of Supply. The Client acknowledges that 2Cs Communications may use subcontractors in connection with its performance of Services.

### 7. Payment Terms

Fee invoices will be rendered as set out in clause 5 above. 2Cs Communications reserves the right to withhold any deliverables under the Scope of Supply in the event that any payment is not made when it falls due. Project commencement invoices are payable immediately upon receipt. All other invoices are payable 14 days from the date of the invoice except where terms have separately been agreed in writing by 2Cs Communications. Invoices submitted and not paid within 30 days of the invoice date will incur interest on a daily basis in accordance with Late Payment of Commercial Debts (Interest) Act 1998. This interest charge may be waived at the discretion of 2Cs Communications.

### 8. Delays

The Client agrees to compensate 2Cs Communications for any extended work caused by its delay, act, omission or failure to meet its requirements, at 2Cs Communications' standard invoicing rates.

2Cs reserve the right to invoice for completed elements of a project, if the project extends past the timescale shown on a project plan and if those delays have been caused by circumstances outside the control of 2Cs. The same rights allow for up to 95 per cent of the project value to be invoiced upon or after the occurrence of this event and for which the Client is then legally bound to pay said invoice notwithstanding that the project has not been fully completed and delivered.

### 9. Limitation of Warranty and Liability

- a) Except as provided in clause 6 of this Agreement, 2Cs Communications make no warranties, express or implied, including without limitation any warranties as to merchantability or fitness for a particular purpose.
- b) Neither party will be liable for indirect, punitive, exemplary, special or consequential damages (including loss of profits, loss of data, loss of business or other economic damage) of any kind even if advised of the possibility of such damages. Regardless of the form of any claim, 2Cs Communications' liability for any claim arising under the services, including costs and expenses, shall not exceed the total fee paid by the Client for the services under the Scope of Supply.
- c) 2Cs are not liable for any damage to or loss of goods or any part thereof in transit or upon delivery unless advised by the Client within 4 working days of receipt, and confirmed in writing or by e-mail within same period. If 2Cs accept liability for such loss or damage, its liability shall be limited to replacement or repair of such goods.

### 10. Client Responsibilities

The Client agrees to provide 2Cs Communications with such assistance as 2Cs Communications may reasonably request in connection with the services, including timely

access to the Client's facilities and to the Client's applications (including source and object code) and to persons with sufficient technical and business knowledge regarding the services and the Client's business objectives relating to the services. The Client will also provide 2Cs Communications with accurate and complete information necessary to the completion of the services.

### 11. General

- a) Neither party may assign its rights and/or obligations under this Agreement without the other party's prior written consent.
- b) These terms and conditions are in addition to any Scope of Supply, schedules attached to any Scope of Supply, daily rate documents, Maintenance agreements, Internet based services terms and conditions or any other agreement originated by 2Cs.
- c) Neither party shall be liable to the other for any failure or delay caused by events beyond its reasonable control, including, without limitation, sabotage, failure or delays in transportation or communication, failures or substitution of equipment, labour disputes, accidents, shortages of labour, fuel, raw material or equipment, acts of God, war, riot, civil commotion, explosion, fire, government action or epidemic.
- d) Terms and conditions may from time to time be amended by 2Cs giving its Clients 30 days notice in writing or by e-mail communication. If not accepted by the Client giving written or e-mail notification which must be received at 2Cs registered office existing services and projects will continue until the next renewal date for services or the completion date for existing projects, and existing terms and conditions will remain in force for the remaining period of service or project.
- e) 2Cs Communications is an independent contractor with respect to this Agreement and the Client will have no responsibility to provide fringe benefits or to withhold taxes normally withheld from an employee's pay on behalf of 2Cs Communications and its associates' employees.
- f) Title in goods and services shall remain with 2Cs until all sums owing by the Client are settled. The Client grants irrevocable right and licence to 2Cs's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours to remove goods where title remains vested in 2Cs pursuant to this clause. The Client will also meet any expenses in the return or recovery of goods and the costs of any damages thereto.
- f) The laws of England and Wales will govern this Agreement.

### 12. Headings

The headings of the terms and conditions herein are for convenience or reference only and do not form part of this Agreement nor effect its interpretation.

### 2Cs Communications Ltd

Registered in England 1994171  
Registered Office 38 Anson Road,  
Martlesham Heath, Ipswich, Suffolk IP5 3RG  
VAT reg no.429 8972 90

# 2Cs Communications Limited

## Standard Internet-based Services

### Terms and Conditions



These terms and conditions are additional to 2Cs Communications Ltd (2Cs) standard terms and conditions, and override standard terms and conditions if held to be contradictory.

#### 1.0 Domain name registration

##### 1.1 Authorities / administrators

**ICANN** – Governing body for domain names ending .com, .org, .net

**Network Solutions Inc.** – Registry administrator of domains governed by ICANN

**Nominet** – Governing body for domain names ending .co.uk, .org.uk, .ltd.uk and .plc.uk

**Nominet UK** – Registry administrator of domains governed by Nominet

##### 1.2 .name Restriction protocols

This must constitute an individual's name, either being their legal name, a name by which a person is commonly name including without limitation a pseudonym used by an author or painter, or a stage name used by a singer or actor.

##### 1.3 Service provision

1.31 Domain name registration is submitted by 2Cs to the Registry administrator or an authorised Registry administrator reseller, who puts the domain name into effect.

1.32 Domain names are typically registered for 12 or 24 months.

1.33 For domain renewals, renewal will be advised to you by e-mail, and if notice of cancellation which must be in writing or e-mail and received at 2Cs registered office, is not received prior to the renewal date, the domain name will automatically be renewed to ensure the domain is not lost to another party.

1.34 2Cs is registered under the Data Protection Act 1998.

##### 1.4 Fees

1.41 All invoices for registration and / or renewal are payable in full before the registration / renewal date. Prepaid fees are non refundable. The fee amount will be advised prior to registration / renewal, providing a cancellation option.

##### 1.5 Client responsibilities

1.51 It is the client's duty and responsibility to ensure that the domain name and the purpose for which it is used do not infringe upon the legal rights of a third party, and that it is not used for any unlawful purpose.

1.52 To keep 2Cs informed of the domain name holder's name, mailing address, e-mail address, telephone and fax number i.e. the person authorised to confirm or cancel renewal.

1.53 To keep 2Cs informed of the billing name, mailing address, e-mail address, telephone and fax number.

##### 1.6 Information disclosure

The client authorises 2Cs to provide any information that might be required to fulfil domain name registration or renewal, to any of the parties mentioned above or their duly authorised agents.

##### 1.7 Domain name dispute policy

The industry standard Uniform Domain Name Dispute Resolution Policy applies.

#### 2.0 Hosting

2.1 Website hosting constitutes the business of housing, serving, and maintaining files of one or more Websites. The storing of adult content or content that is illegal under English Law is not permitted.

2.2 Hosting is provided using web servers operated by companies who provide specialist services in this regard. The choice of provider is at the sole discretion of 2Cs, having regard to Client needs and requirements.

2.3 For the purposes of any maintenance or repair hosting services may have to be suspended for short periods of time and you will be advised of any downtime requirements.

2.4 Both bandwidth and disk space usage requirements are determined at initial contract supply and if agreed usage limits are exceeded 2Cs reserve the right to charge incrementally for excesses.

2.5 Hosting services are provided for a term of 12 months on a prepay basis and are non refundable. Renewal upon expiry of the term is automatic unless a cancellation notice has been received in writing or by e-mail at 2Cs registered office.

#### 3.0 E-mail addresses

3.1 E-mail address are provided as part of or in addition to Hosting service packages and charged accordingly. E-mail addresses are only registered with authorized service providers. When provided as part of a Hosting service, Hosting terms and conditions apply.

3.2 For E-mail address(es) provided separate to Hosting packaged services, they are provided for a term of 12 months on a prepay basis and are non refundable. Renewal upon expiry of the term is automatic unless a cancellation notice has been received in writing or by e-mail at 2Cs registered office.

#### 4.0 Limitation of Warranty and Liability

4.1 Customer agrees that it shall defend, indemnify, save and hold 2Cs harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against 2Cs, 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 customer, its agents, employees or assigns. Customer agrees to

defend, indemnify and hold harmless 2Cs against liabilities arising out of;

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with server space provided;
- (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement and
- (4) any defective products sold to customer from the server space provided.

4.2 2Cs are not liable for any failure of services provided by ICANN, Network Solutions Inc, Nominet, Nominet UK, any authorised Registry administrator resellers, or Hosting service providers and their web servers, or providers of e-mail services. In the event of any corruption or hardware failure 2Cs will make best endeavours, through the service provider, to restore services but will not be responsible for any damages that the client's business might suffer. As part of our security procedures 2Cs will backup data on a daily basis and will restore backed up data upon request. 2Cs make no warranties of any kind, express or implied for services we provide. Service level options are available to client's to limit the effect on their business in the event of service failures occurring.

4.3 2Cs are not liable for any infringements (1.51 and 2.1), and retain the right to suspend or cancel a domain name and hosting service and related e-mail services if it is made aware of any infringement, by any party.

4.4 2Cs reserve the right to cancel any domain registration or hosting service or e-mail service for any client invoices that remain unpaid outside standard or specific terms and conditions payment terms.

4.5 2Cs are not liable for any loss of business whilst maintenance or repair work is undertaken (2.3).

4.6 Industry standard Uniform Domain Name Dispute Resolution Policy applies.

#### 5.0 Headings and terminology

5.1 The headings of the terms and conditions herein are for convenience or reference only and do not form part of this Agreement nor effect its interpretation

5.2 Common industry definitions apply to any and all technical phrases and terminology.

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