

Caz Limited – Terms and Conditions

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General conditions

1. Definitions

- 1.1 The **Buyer** means the person, firm or Company to be supplied with Goods or Services by the Seller.
- 1.2 The **Seller** means Caz Limited, its servants or Agents.
- 1.3 An **Agent** is a person, entity or sub-contractor hired by Caz Limited.
- 1.4 The **Website** means the Internet website or websites being developed and/or maintained by the Seller for the Buyer.
- 1.5 An **Asset** is an image, sound clip, video clip or other multimedia item.
- 1.6 A **Service** includes, but is not limited to, any or all of the following:

- 1.6.1 Development of a Website including concept, coding, scripting and Asset processing.
- 1.6.2 Hosting of a Website.
- 1.6.3 Management of a Website including content management, validation of code and Assets.
- 1.6.4 Promotion of a Website on the Internet with particular respect to Search Engines and Portals.
- 1.6.5 Consultancy relating to the marketing of a Website.
- 1.6.6 Information Technology (IT) consultancy.
- 1.6.7 Information Technology and computer system support.
- 1.6.8 Design of graphics for print, Compact Disc (CD), Digital Video Disc (DVD) or other medium.
- 1.7 **Goods** refers to any or all of the following:
 - 1.7.1 Computer hardware and peripheral equipment for resale to the Buyer.
 - 1.7.2 Software products written by the Seller for the Buyer's use subject to acceptance of the End User Licence Agreement.
 - 1.7.3 Printed items, exhibition stands, CDs or DVDs.
 - 1.7.4 Any item bought at the Buyer's request for resale to the Buyer.
- 1.8 An **End User Licence Agreement** is the legal agreement between the Buyer and the Seller for software products and associated media created by the Seller.
- 1.9 The **Acceptable Use Policy** ("AUP") is the document that sets out the provisions with which the Buyer must comply to use web services.
- 1.10 A **Computer Platform** is a computer, workstation, hand-held computer, tablet, phone or other electronic device that can run stored programs.
- 1.11 A **Software Platform** is a computer operating system eg *Microsoft Windows 8, Windows Server 2012* or *Mac OS X*.
- 1.12 A **Server** is a computer platform primarily dedicated to the delivery and management of data including text files and Assets and/or managing commercial transactions, including e-commerce.

2. General

- 2.1 The Seller submits all quotations price lists estimates and accepts all orders subject to the following Conditions of Contract which shall apply to all Contracts for Goods and Services supplied by the Seller to the exclusion of all representations conditions or warranties statutory or otherwise expressed or

implied including any terms and conditions which the Buyer may purport to apply under any purchase order.

- 2.2 Each order received and accepted by the Seller will be deemed to form a separate contract to which these conditions shall apply.
- 2.3 A request by the Buyer for Goods or Services shall be deemed conclusive evidence of the Buyer's acceptance of the Seller's rates of charging for those Goods or Services.
- 2.4 Any waiver or any part of non-enforcement or variation of any terms or part of these terms herein on the part of the Seller shall not bind or prejudice the Seller in relation to the application of these Conditions to any other instalment or delivery.
- 2.5 Payment is due on delivery of the Goods or Services regardless of any approvals mechanism the Buyer has implemented.
- 2.6 Any Contract between the Buyer and the Seller shall be governed by the Laws of England. This clause shall survive the termination of these Terms and Conditions.
- 2.7 Any dispute arising out of any Contract between the Seller and Buyer shall be heard and determined in an English Court of competent jurisdiction or at the Seller's option be submitted to arbitration in accordance with and subject to the provisions of the Arbitration Act 1930 or any statutory modification or re-enactment thereof.
- 2.8 If any provision of these Terms and Conditions, whether in part or whole, is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

3. Rates

- 3.1 The rates payable for the services shall be those charged by the Seller at the time of the agreement.
- 3.2 In the absence of any other written agreement, Goods bought in for resale to the Buyer will attract a charge of invoice cost plus 15%.
- 3.3 All prices are subject to additional charges according to the prevailing tax regime and customs duties including VAT at prevailing rates.
- 3.4 The Seller reserves the right to increase the price of a Contract as a result of the Buyer cancelling, altering, rescheduling of a Contract, issuing new instructions or failing to make decisions pertaining to the timely execution of the Contract.
- 3.5 The Seller reserves the right to alter a price as a result of currency fluctuations for Goods imported into England.

4. Quotations and estimates

- 4.1 Quotations and estimates are valid for 20 days unless otherwise indicated.
- 4.2 In the event that the bought-in cost of an estimated or quoted item rises by more than 3% during the execution phase of an order, the Seller reserves the right to increase the quotation to meet that cost.

5. Advance billing

- 5.1 Where a service is invoiced in advance by the Seller this does not infer a contract for provision of that service for the entire billing period.
- 5.2 Should the Seller withdraw a service that has been paid for in advance the Seller will refund the remaining complete calendar months of the billed period.

6. Terms of payment

- 6.1 All prices are quoted net of taxes and duties.
- 6.2 Time shall be of the essence for payment.
- 6.3 Unless otherwise indicated, payment of invoices for Goods and Services shall be made within 30 days of the invoice date.
- 6.4 Credit terms may be revoked at any time in which case invoices must be paid on demand irrespective of any period of the credit term shown on the invoice.
- 6.5 The Seller reserves the right to charge interest on unpaid accounts overdue by thirty (30) days or more at 5% per month compounding. The interest period will start on the date upon which the account becomes overdue.
- 6.6 The Seller reserves the right to remove pages including items not paid for from a Website or an entire Website at the Seller's discretion.
- 6.7 The payments must be made without reduction including for set-off or counterclaim.
- 6.8 If a licence or consents are required by the Buyer to complete the Website then failure to obtain these shall not entitle the Buyer to delay or withhold payment.
- 6.9 Title remains with the Seller until the Goods or Services are fully paid for.

7. Third party rights

- 7.1 The Buyer shall indemnify the Seller against any and all claims costs demands and expenses incurred by or made against the Seller as a direct or indirect result of the carrying out of Services in accordance with the requirements or specifications of the Buyer involving any infringement or claims of infringement of any intellectual or industrial property right invested in any third party.

8. Force majeure

- 8.1 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as direct or indirect result of the supply of the services by the Seller being prevented hindered delayed or rendered uneconomic by reason of any Force Majeure circumstances which in this context is any circumstance which prevents the normal means of supply of the services.

9. Liability

- 9.1 The Seller shall not be liable to the Buyer for defects in the services other than sole obligation for the rectification of those defects as soon as deemed possible by the Seller.
- 9.2 In the event of the Buyer suffering any loss, expense or damage other than any loss of profits or indirect or consequential loss howsoever arising as a result of any act or omission by the Seller whether such loss, expense or damage was caused by the Seller's negligence, breach of contract or otherwise the liability of the Seller to the Buyer or any person or entity claiming through the Buyer shall in all cases be limited to £1000 or the value of the particular contract whichever is the lesser.
- 9.3 The Seller shall not be liable for any direct or consequential loss or damage arising from the late delivery of Goods or Services.

10. Delivery

- 10.1 Delivery of Goods. All delivery dates are quoted in good faith but time shall not be deemed to be of the essence.
- 10.2 The Buyer shall not be entitled to consider the Contract repudiated by reason of any late delivery.
- 10.3 The Buyer shall notify the Seller of a shortfall or damaged goods within three days of delivery.

11. Approval of work

- 11.1 The work will automatically be deemed to have been approved by the Buyer 30 days after the delivery date or launch date unless the Buyer notifies the Seller to the contrary within that time period.
- 11.2 For the avoidance of doubt, any requested work or bug fixes after the 30 day approval period may constitute new work.

12. Scope

- 12.1 The conditions shall apply to all Contracts for the Services by the Seller to the Buyer to the exclusion of all other terms and conditions including terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 12.2 All orders for the Services shall be deemed to be an offer by the Buyer to purchase the Services pursuant to these conditions.

- 12.3 Acceptance of the Services shall be deemed as conclusive evidence of the Buyer's acceptance of these conditions.
- 12.4 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller subject to a majority of the Directors of Caz Limited approving the said variation.
- 12.5 The Seller's most recent terms and conditions shall apply to all past Contracts and Services by the Seller to the Buyer upon receipt of new instructions from the Buyer.

13. Title and Risk

- 13.1 The Seller reserves the right to enter the Buyer's premises to recover Goods not paid for.

14. Data Protection Act

- 14.1 Private and public information about the Buyer and the Buyer's business may be stored on the Seller's computer systems.
- 14.2 Private information about the Buyer and the Buyer's business stored at Caz Limited will not be passed to third parties without the Buyer's express consent subject to the conditions in 27.1.
- 14.3 Public information (eg the Buyer's advertised location, telephone number or public Website information) may be disclosed to third parties.
- 14.4 The Buyer warrants that all personal data and contact details supplied to the Seller are accurate and complete.

Web site design and implementation – additional terms and conditions

15. Definitions

- 15.1 **ISP** means Internet Service Provider.
- 15.2 **HTML** means Hypertext Markup Language.
- 15.3 **FTP** means File Transfer Protocol.
- 15.4 **Delivery** of the Website will constitute the copying of the data files that constitute the Website to the Sellers' web servers or the Buyer's chosen Internet Service Provider (ISP) web hosting service or the Buyer's own web server.
- 15.5 The **delivery date** or **launch date** shall be the earliest of the dates of one or more of the following: posting to a web server; delivery to the Buyer; notification to the Buyer.
- 15.6 **Library file** means a compiled program file resting on the Seller's servers that supports one or more websites.

16. Title and Risk

- 16.1 Irrespective of copyright notices on the Website itself, copyright of the graphic structure, graphic content and Assets for the Website passes to the Buyer upon receipt of full payment.
- 16.2 Title and intellectual property rights of program source code remain with the Seller. For the avoidance of doubt this includes programming code written in VB Script, ASP, ASP.NET, Visual Basic, Visual Basic.NET, C#, JavaScript, XML, XAML, XOML or any other programming language or code.
- 16.3 Title and intellectual property rights of databases or other data stores that support the Website remain with the Seller. The intellectual property rights include but are not limited to the structure of the database, database diagrams and database maintenance plans. Title of the data content belongs to the Buyer upon receipt of all payments due.
- 16.4 The Seller may withhold transfer of the entire data content of databases or data stores until full payment has been received for all outstanding invoices due to be paid by the Buyer.
- 16.5 The Buyer has no implicit rights of any kind to Library Files.

17. Liability

- 17.1 Although every effort is made to ensure that the information in a Website accurately reflects the copy given to the Seller no liability can be accepted for errors in or omissions from the Website content.
- 17.2 No recommendation of the Buyer's goods and services is implied by the inclusion of the Buyer's business in any Websites operated by the Seller.

18. Responsibility

- 18.1 It is the Buyer's responsibility to ensure that any Assets given to the Seller for use in the Website either belong to the Buyer or have the appropriate copyright clearance. The Buyer will indemnify the Seller against all liabilities and legal costs arising from actions resulting from the use of Assets on the Website.
- 18.2 The Seller reserves the right to limit the sizes of asset files used in the Website even though this may result in a loss of quality.
- 18.3 The Buyer may provide Hypertext Markup Language (HTML) or other programming code but this will be subject to validation and approval by the Seller.
- 18.4 The Buyer will indemnify the Seller against all liabilities and legal costs arising from actions resulting from third party use of the Seller's Web Services and breaches of the Caz Limited Acceptable Use Policy.
- 18.5 Where the Buyer is using a third party Internet Service Provider to host the Buyer's Website:

18.5.1 the Buyer will grant authorisation to access the Website and will provide all the information required to access it including but not limited to File Transfer Protocol (FTP) details, account names and passwords.

18.5.2 the Buyer will ensure that the service provided by the Buyer's chosen Internet Service Provider will be maintained for at least six weeks after the date of Delivery of the Website.

19. Directory exclusion

19.1 The Seller retains the right to refuse or discontinue the inclusion of the listing of the Seller's business on any Caz Limited operated Website at their discretion and without reasons given.

19.2 The Seller retains the right to refuse or discontinue the inclusion of any pages relating to a Seller on any Caz Limited operated Website at their discretion and without reasons given.

Website hosting – additional terms and conditions

20. Definitions

20.1 **Service.** The Website hosting service including the posting of web pages, certificates, scripts, applications and other Assets on web servers that the Seller owns or to which the Seller has authorised access.

20.2 **Commencement date.** The date from which the Seller provides the hosting Service to the Buyer.

20.3 **Initial period.** Twelve (12) months from the commencement date.

20.4 **HTML.** Hypertext Markup Language – a page description language for setting out Website pages.

20.5 **Library file** means a compiled program file resting on the Seller's servers that supports one or more websites.

21. Service provision

21.1 Every effort will be made to provide continuous service from the commencement date, but the Seller does not guarantee that the service will be free of errors or uninterrupted.

21.2 The Buyer shall comply at all times with the Caz Limited Acceptable Use Policy (AUP).

21.3 The Seller may request alterations to the features and functions made available as part of the Service, but the Seller shall use all reasonable endeavours to ensure that the overall quality, quantity and variety of features and functions remain consistent.

21.4 The Seller shall not be liable for any loss or consequential loss arising from the interruption or failure of the Service as a result directly or indirectly from causes beyond its reasonable control including, but not

limited to, a software service pack installation and any actions of a third party supplier or telecommunications network.

- 21.5 Where the Seller employs the services of third-party providers including but not limited to 'Cloud' services, the Seller will not be held responsible for breaks in service and other matters beyond the Seller's reasonable control.
- 21.6 The Seller may temporarily suspend the Service for the purpose of repair, maintenance or improvement of any of the Seller's facilities which are necessary to provide the Service, or vary the technical specification of the Service for operational reasons without notice to the Buyer for short periods or subject to the Seller giving the Buyer as much notice as is reasonably practicable for longer periods, and restoring the Service as soon as reasonably practicable after such temporary suspension.
- 21.7 The Seller reserves the right to monitor and log the Buyer's use of the Service.
- 21.8 The Buyer acknowledges that they or their agents have no right to any physical access to the premises from which the Service is provided or any other premises of the Seller.
- 21.9 The Seller reserves the right to assign or sub-contract any or all of our rights and obligations under these Terms and Conditions without the consent of the Buyer.
- 21.10 The Buyer shall be granted a licence to use any Library File required for the support of their Website whilst it is hosted on the Seller's servers.
- 21.11 The Service is provided subject to the current Terms and Conditions of Trade of Caz Limited being accepted by the Buyer at the beginning of each month of the Service. For the avoidance of doubt this includes any changes to Terms and Conditions relating to Website design and implementation.

22. Domain hosting

- 22.1 The Seller endeavours to ensure that the Buyer receives due notice of the expiry of those domain names managed by the Seller, but the Seller is not liable for any loss or consequential loss arising from the expiry of a given domain name.
- 22.2 In the event of the Seller renewing a domain name on behalf of the Buyer, but the Buyer fails to settle the corresponding invoice for that domain within the settlement period (30 days) then the Seller reserves the right to transfer the title of that domain to the Seller without cost to the Seller and without prejudice.
- 22.3 In the event of the Buyer requesting a domain to lapse or not renewing a domain before its listed expiry date, the Seller reserves the right to acquire the domain including transferring the title of that domain to the Seller without cost to the Seller and without prejudice.

23. Mail and mail relay services

- 23.1 The Seller endeavours to ensure that all email and data sent via email reaches the correct recipient, but the Seller is not liable for any loss or consequential loss arising from the non-delivery or the incorrect delivery of email and associated file attachments.

24. Website, chat room and newsgroup content

- 24.1 The Buyer will appoint a moderator from their staff to monitor the content of any Website, chat room or newsgroup service provided within the Service to ensure that content, messages and posting are not defamatory, fraudulent, illegal or otherwise offensive.
- 24.2 The Buyer will undertake to defray any costs arising from actions resulting in defamatory, fraudulent, illegal or otherwise actionable material being viewable on the Website or in any chat room or newsgroup.

25. Charges and fees

- 25.1 Charges for Website hosting and related services will be made in advance.
- 25.2 Refunds on advance fees will only be made for complete calendar months not used.
- 25.3 Charges for variable use facilities will be made monthly in arrears.
- 25.4 The Buyer may be liable to charges from third parties (eg Internet domain name administrators or telecommunications operators) in order for the Service to function or to have access to the Service. These charges may be directly invoiced by the third party or passed on by the Seller.
- 25.5 The Seller reserves the right to charge the Buyer exit fees when transferring a Website or a domain name away from the Seller's control.
- 25.6 The Seller reserves the right to raise charges for Website hosting and related services to the Buyer in the event of the Seller seeing substantial increases in either:
- 25.6.1 traffic to the Buyer's Website.
- 25.6.2 loading on the Seller's web, database or other servers.

26. Secure services

- 26.1 It is the Buyer's responsibility to ensure that information transmitted to the Buyer from the Seller's hosting services as part of a Service secured by a Certificate issued by the Seller or a third-party (eg VeriSign or Thawte) is secured appropriately against unauthorised access of the Buyer's computer system or premises.

- 26.2 The Buyer shall indemnify the Seller against any and all claims costs demands and expenses incurred by or made against the Seller as a direct or indirect result of unauthorised access of the Buyer's computer system or premises.

27. Data Protection

- 27.1 If the Buyer breaches the terms and conditions of Service or otherwise jeopardises or compromises the integrity of our network, Caz Limited may take whatever steps it considers appropriate and proportionate in order to investigate and resolve the matter. The Buyer authorises Caz Limited to use the Buyer's personal data and other information relating to the Buyer's use of the Service in connection with any such investigation, including by disclosing it to any third party whom Caz Limited consider has a legitimate interest in any such investigation or its outcome.

28. Restrictions

- 28.1 Except as otherwise expressly permitted in this agreement or by waiver issued by the Seller and signed by a Director of Caz Limited, the Buyer shall not:
- 28.1.1 sell, rent, lease, sub-license or otherwise transfer the Service to any third party in whole or part.
 - 28.1.2 use the service for any other purpose than in accordance with these Terms and Conditions and the Acceptable Use Policy.
 - 28.1.3 reverse engineer or decompile software written by the Seller.
 - 28.1.4 disassemble equipment provided by the Seller.
 - 28.1.5 use the Service in such a way that in the Seller's sole opinion does not comply with these Terms and Conditions or the terms of legislation, licence or licences applicable to the Seller or is in any way fraudulent or unlawful or has any fraudulent or unlawful effect.
 - 28.1.6 breach Caz Limited's Acceptable Use Policy.

29. Liability

- 29.1 The Buyer shall indemnify the Seller against any and all claims costs demands and expenses incurred by or made against the Seller as a direct or indirect result of hosting the Buyer's Website pages.

30. Suspension

- 30.1 The Seller may suspend any or all the Services to the Buyer without notice and without prejudice if the Buyer's account is overdue by thirty (30) days or more after the invoice date or in breach of the Acceptable Use Policy.
- 30.2 In the event of suspension the provision of services to the Buyer is deemed to remain active and liable to fees.

31. Term and termination

- 31.1 The Service will be provided to the Buyer for a minimum of the Initial Period from the Commencement Date.
- 31.2 The Buyer may terminate the Service subject to the minimum of the Initial Period by giving the Seller notice in writing.
- 31.3 The Buyer must give to the Seller at least thirty (30) days' notice that they wish to terminate or substantially change one or more services from the Seller.
- 31.4 The Seller will refund charges made to the Buyer pro-rata for each complete calendar month falling after the termination of the Service.
- 31.5 The Buyer will be liable for charges arising from the transfer of the Seller's data to the Buyer or the Buyer's agent after the termination of the Service.
- 31.6 The Seller may terminate the Service immediately without refund if:
- 31.6.1 The Buyer fails to comply with these Terms and Conditions.
 - 31.6.2 The Seller is precluded from providing the Service by law or by the decision of a competent judicial, legal, governmental or regulatory body.
 - 31.6.3 The Buyer goes into administration or liquidation, or becomes insolvent or bankrupt.
 - 31.6.4 The Buyer commits a breach of the Terms and Conditions that in the Buyer's opinion is serious enough to warrant immediate cessation of the Service.
- 31.7 The right to terminate the Service shall not prejudice any other right or remedy of the Seller in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

Software applications – End User Licence Agreement

32. Definitions

- 32.1 **Server software.** Software that is installed and provides services on a Computer Platform acting as a file-, application-, mail- or other server.
- 32.2 **Client software.** Software that allows a computer platform to access or utilise software on a server Computer Platform.
- 32.3 **Standalone software.** Software that allows a Computer Platform to perform one or more functions independently.
- 32.4 **Software Product.** A generic term for any of the above.

33. Licence conditions

- 33.1 *Acceptance of licence.* By installing, allowing to be installed, copying or otherwise using software provided by the Seller the Buyer agrees to be bound by the terms of the End User Licence Agreement for the software application.
- 33.2 *Grant of licence.* The software licence allows the Buyer a non-exclusive right to install the Seller's software according to the terms set out below.
- 33.3 *Intellectual property.* The Seller shall at all times retain the ownership of all copyright and other intellectual property rights in materials and works produced or supplied by the Seller.
- 33.4 *Default use.* In the absence of issuance of any other licence an End User Licence Agreement for software supplied by the Seller the following use conditions will apply:
- 33.4.1 Server software applications limited to a single server Computer Platform.
- 33.4.2 Client software applications limited to up to ten client Computer Platforms for the above software server or a single Website.
- 33.4.3 Standalone software limited to a single Computer Platform.
- 33.5 *Version limitation.* For all software applications written issued by the Seller that contain a version number (eg 3.1.5) the End User Licence Agreement applies only to that version or versions below.
- 33.6 *Reverse engineering.* The Buyer or their agents may not reverse engineer, decompile or disassemble any software created by the Seller for the Buyer's use.
- 33.7 *Transfer.* The Buyer undertakes not to rent, lend, lease or resell the Seller's software to a third party. The Buyer may transfer a software licence from one computer (source) to another (destination) subject to:
- 33.7.1 the software being completely removed from the source computer
- 33.7.2 approval of the transfer by the Seller
- 33.8 *Support services.* Any software amendments or patches provided as part of software support services to the Buyer are considered part of the Software Product.
- 33.9 *Termination.* The Buyer may terminate the licence at any time. The Seller may also terminate the licence if the Buyer fails to comply with the terms and conditions of the End User Licence agreement or the general terms and conditions of the Seller.
- 33.10 *Warranty.* The Seller warrants that the software, physical medium or media and the documentation will be free from significant issues with regard to materials and workmanship under normal use for 90 days

from the date of delivery to the Buyer. A 'significant' issue may be regarded as one that prevents the software from performing substantially in the manner described in any user manual provided.

- 33.11 *Liability.* The Seller shall not be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use the software. Any liability of the Seller will be limited exclusively to software replacement or refund of software costs incurred by the Seller within the last 180 days.

IT consultancy and support – additional conditions

34. Responsibility

- 34.1 The Seller acts in good faith providing information and advice to the Buyer but the final decision to pursue or not to pursue a course of action or actions rests with the Buyer.
- 34.2 Ultimate responsibility for the security and protection of computer data lies with the Buyer. This includes but is not limited to computer data backup, the implementation and use of operating or quality procedures, the implementation and practising of disaster recovery procedures.
- 34.3 The Buyer must notify the Seller of any additions or deletions to hardware and software or a significant change of use of software in writing.

35. Procurement

- 35.1 Research into equipment and software for a Buyer's IT system will be charged at Caz Limited's prevailing rates.
- 35.2 Where the Seller is providing a procurement service for the Buyer, the Seller shall be considered as a outsourced purchasing department of the Buyer's, not as an independent reseller.
- 35.3 Goods procured for the client from a third party supplier will attract an administration charge of 15% of the cost of the goods to the Seller.
- 35.4 The Buyer is immediately liable for the cost of goods procured on the Buyer's behalf by Caz Limited from a third party supplier. Any waiver to this condition must be in writing and signed by a Director of Caz Limited.
- 35.5 Installation and configuration of procured equipment is not included in the price of the equipment procured.
- 35.6 The Seller provides procurement information and services in good faith. In the event that the goods or services procured are not satisfactory for the proposed use, the Buyer will deal with the third party supplier directly.

- 35.7 Any sum for which Caz Limited becomes liable for from a third party supplier as the result of the Buyer cancelling all or part of an order will be passed on to the Buyer with an administration fee charged at Caz Limited's prevailing rates.

36. Liability

- 36.1 *Hardware upgrades and reconfiguration.* In the instance where the Seller is reconfiguring or upgrading the Buyer's computer or allied equipment that is more than two years old or has a market value of less than £350 including the installation of new daughter cards, no liability can be accepted for any loss, damage or malfunction of the aforementioned equipment.
- 36.2 *Virus, worm or similar attack.* The Seller is not responsible for losses and consequential losses incurred as a result of an attack on the Buyer's computer systems.

Graphics for print – additional conditions

37. Quotations and estimates

- 37.1 All quotations and estimates are subject to sight of copy, images and any other assets provided by the Buyer or third parties.
- 37.2 The cost of returning copy, images or other assets provided by the Buyer is not included in any estimate or quotation.

38. Responsibility

- 38.1 It is the Buyer's responsibility to ensure that any Assets given to the Seller for use in the print job either belong to the Buyer or have the appropriate copyright clearance. The Buyer will indemnify the Seller against all liabilities and legal costs arising from actions resulting from the use of Assets in printed material.

39. Job execution

- 39.1 The Seller may edit or modify copy provided by the Buyer unless the Buyer expressly forbids changes in writing.
- 39.2 The Seller may crop, process or not use images and allied material provided by the Buyer.
- 39.3 Data, spreadsheets, databases, digital images and other media must be provided in a format suitable for the Seller. Any work involved in format translation or data processing may attract additional charges over and above any estimate.

40. Liability

- 40.1 Where the Buyer elects to proceed with print work without having proofs, no liability can be accepted for any errors of content or production of the job.

- 40.2 Where proofs of work are submitted for the Buyer's approval no liability can be accepted for any errors of content or production not corrected.
- 40.3 No liability will be accepted for the loss or damage of copy, images or other assets the Buyer supplies to the Seller for the execution of a job.

41. Procurement

- 41.1 Where the Seller is charged with the procurement of print work and the Buyer does not specify a print supplier the Buyer will accept the choice of print supplier by the Seller.

Acceptable Use Policy (AUP)

42. Content

- 42.1 The Buyer will not knowingly receive, upload, download or present for use in print, use or re-use any material which the Seller in its absolute discretion deems defamatory, fraudulent, illegal, or which is in breach of any actual or renewal of British or worldwide copyright, patents, trademarks, trade names, design rights, intellectual property rights, rights in format or presentation whether registered or not.
- 42.2 In the event of a breach of the Acceptable Use Policy by the Buyer, the Seller reserves the right to suspend some or all of the Services to the Buyer without prejudice.