

# The Advertiser *Online*

P.O. Box 89, Richmond, North Yorkshire DL10 4FS  
www.advertiseronline.co.uk

## TERMS & CONDITIONS

The following outline Terms & Conditions apply to all Clients using services provided by The Advertiser Online (TAO).

### **Hosting Of Websites, Webshops & Associated Applications.**

TAO will provide the system administration necessary to provide Hosting on the World Wide Web of the Website, Webshop or Application designed by TAO; we do not provide Hosting to second parties. TAO will register a Domain name on behalf of the Client, but the Client must understand that the Domain name registration can take some time and is not under the control of TAO. Under normal circumstances TAO can have the Domain name active within 2-3 working days.

The Client understands and agrees that TAO will make every effort to keep their Servers running continuously. However, these Servers will, from time-to-time, be disconnected due to routine maintenance and upgrades as well as other unscheduled events. TAO will do their utmost to keep all information on their Servers backed-up. However, TAO recommends that the Client maintains a separate back-up of any information posted to their Servers. TAO is not responsible for lost materials or information under any and all circumstances.

TAO will also make every effort to maintain security on their Servers. However, it must be said that the nature of the Web and the Internet is not secure by default.

TAO shall not be liable for any loss of business, lost profits, lost data, failure of security or any or all indirect or consequential damages whether or not such damages are foreseeable. In addition, the Client assumes full responsibility for all content posted to TAO's Servers on the Client's behalf, including any trademark, copyright, patent or other intellectual property submitted to TAO for either creative services and/or the simple posting to our Servers. TAO reserves the right to remove any material which, in its sole opinion, may result in a violation of intellectual property rights of others or any other applicable laws or regulations.

### **Production and design of Websites, Webshops & Applications**

Text content shall be provided by the Client ready for publication in TXT, MS Word DOC, RTF (Rich Text Files) and PDF format. Graphic content shall be provided by the Client in an orderly manner, in a form usable by TAO and clearly labeled as to its desired use on the site. Large, quality graphics in the form of JPEG, .GIF and BMP are acceptable graphic formats. Remember that images can be scaled down, but cannot (with the exception of vector graphics) be scaled up.

Any images, other media material or textual content supplied to TAO by the Client are considered to belong to the Client and / or that the Client has the authority to use this media. It is the sole responsibility of the Client to ensure that this is so. Should any legal issues or claims arise from the usage of any material supplied by the Client it will be the sole responsibility of the Client to address these issues. The overall design, layout, production, construction and development of all projects remains the intellectual property of TAO.

TAO often includes Library images and sounds on the Client's website that have been purchased on behalf of the Client, these images or sounds are strictly for use on the website only. TAO are not liable for misuse of these images or sounds by the Client or any others who may copy, alter or distribute these images or sounds in breach of copyright.

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TAO shall maintain the confidentiality of the Client's source materials, technical and marketing plans and all other sensitive information.

### **Search Engine Optimization**

The completed Website will include code (meta tags) and other measures designed to help promote search engine positioning. However, these are only basic measures, and TAO makes no guarantees of placement or even listing in any search engine. Achieving consistently high rankings is a project unto itself, and one which requires specific and ongoing measures. If such site optimization is a concern, we recommend use of specialist Search Engine Optimization and Submission agents, Search engine optimization and submission, however, still does not guarantee rankings.

### **Monthly Support Agreement (MSA)**

TAO offers a cost effective MSA, payable by Monthly Standing Order, that allows for the general upkeep of the Client's Website, Webshop or Application. If no MSA is in place, TAO reserves the right to charge all additional work at the current hourly rate applicable.

TAO requests all instructions and correspondence be supplied by email or through the Help Desk. This eliminates misunderstandings and ensures accuracy.

TAO does not offer telephone support nor does it take instructions via telephone.

Those Clients who undertake to pay for a MSA will enjoy the following benefits:

Yearly renewal of their relevant Domain Name (Web address) and Email Account

Priority email or Help Desk Ticket response to any problems in connection with the Hosting of their Website, Webshop or Application.

The changing, without charge, of such items as Prices, Tariffs, Dates and short text amendments.

What will not be available under a MSA

The major redesign of the Website, Webshop or Application. Any assistance with any IT related problems other than those directly applicable to the running of the Client's Website, Webshop or Application. Visitations to the Client's home or place of business in order to determine the cause of any IT or computer related problems. Telephone support. The adding of large amounts of new information or sub-sections to the original Website, Webshop or Application. The compilation, research covering or advice concerning originating material specific to the Client.

No form of secretarial duties or support for any office software, hardware or other such products.

### **Overdue Accounts**

If payment of an outstanding account should persist past 21 days from issue of invoice, TAO reserves the right to withdraw any and all services until payment is received. If there is still an outstanding balance after a period of 3 months the account will be closed and all materials relating to that Website or Webshop will be removed from the Servers and all Domain names and Email accounts will be canceled.

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### **Moving your Hosting from TAO**

In the event that you choose to move your Website, Webshop or any other Services from TAO, TAO will remove all instances of your information from it's Servers and any and all copies that are stored elsewhere and we fully acknowledge that all Technical and Bespoke information used in the design of your Website, Webshop or Service is the sole property of the Client.

In accordance, please note that all design, design imagery and code is the sole property of TAO and may not be used elsewhere without the explicit written permission of TAO.

### **Force Majeure**

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this Agreement by written notice to the other party.

If anything in connection with these Outline Terms & Conditions is unclear, do please request further information.

The Advertiser Online reserves the right to amend part or all of these Outline Terms & Conditions at it's discretion.

### **Revision 5.0.01**