



Terms and Conditions

November 2009

Please read these terms and conditions carefully, and keep for future reference.

1.0 Introduction

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require being the subject of a new order. OnTheWeb is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

1.1 General

OnTheWeb Web Design Solutions Registered in Ireland (hereinafter referred to as "OnTheWeb") provides Graphic Design, Web Site Design, Hosting, bespoke software and other similar services, (hereinafter referred to as the "Services").

OnTheWeb reserves the right to suspend or cancel a customer's access to any or all Services provided by OnTheWeb or their hosting partners when OnTheWeb decides that the account has been inappropriately used or that these Terms and Conditions or the Terms and Conditions of our hosting partners have been broken in whole or part. These Terms and Conditions supersede all previous representations, understandings or agreements, unless specifically agreed otherwise by both Parties, in writing. All work is carried out by OnTheWeb on the understanding that the client has agreed to OnTheWeb's terms and conditions.

1.2 Indemnification

The Customer agrees that it shall defend, indemnify, save and hold OnTheWeb harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against OnTheWeb, 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 the Customer, its agents, employees or assigns. The Customer agrees to defend, indemnify and hold OnTheWeb harmless against liabilities arising out of any injury to person or property caused by any products sold or otherwise distributed in connection with OnTheWeb; any material infringing or allegedly infringing on the proprietary rights of a third party or causing a copyright infringement and any defective products sold to customer from OnTheWeb's or its partners' servers.

1.3 Governing Law

This agreement shall be governed by Irish Law.

2.0 Web Site Design Services

All web design commissions provided by OnTheWeb to the Customer are subject to the following terms and conditions.

2.1 Scope of Work and Price Agreement

Charges for Services to be provided by OnTheWeb will be defined in the customer's Project Proposal. Under normal trading circumstances, the Project Proposal will be issued by

OnTheWeb following receipt of a request for quotation from the Customer, which shall identify the scope of work intended. OnTheWeb will provide its quotation which will include the Project Proposal for acceptance or comment by the Customer. Any quote is valid only for 30 days. Once the Project Proposal has been accepted by the Customer, this will then be deemed to be the sole document which will specify the scope of work.

Where possible and relevant, based upon the information provided by the Customer, such other resources will be identified in the Project Proposal. However, in those circumstances whereby such resources cannot be reasonably identified at the Project Proposal stage, then OnTheWeb reserves the right to issue an amendment to the Project Proposal as soon as it becomes clear that additional resources might be required, which might include a re-evaluation of the costs quoted.

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that OnTheWeb holds no responsibility for any amendments made by any third party, before or after a design is published.

Any indication given by OnTheWeb of a project's duration is to be considered by the customer to be an estimation. OnTheWeb cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by OnTheWeb for the initial payment or by date confirmed in writing by OnTheWeb.

2.2 Payment Clause

All services require an advance non-refundable deposit of 50% (fifty percent or greater at our discretion) of the project quotation total before the work is supplied to the Customer for review. The remaining will be due upon completion of the work or at stage payment as agreed in the proposal. Work on the project will not commence until OnTheWeb has received this amount.

Charges for any additional services over and above the estimated design, will become fully payable at the time of estimate or quotation acceptance. Publication and/or release of work carried out by OnTheWeb on behalf of the client, may not take place before cleared funds have been received.

2.3 Customer Review

OnTheWeb will provide the Customer with an opportunity to review the appearance and content of the Web site during the design prototype stage.

The customer agrees to allow OnTheWeb to place a small credit on printed material exhibition displays, advertisements and/or a link to OnTheWeb's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The customer also agrees to allow OnTheWeb to place websites and other designs, along with a link to the client's site on OnTheWeb's own website for demonstration purposes and to use any designs in its own publicity.

2.4 Customer Acceptance

At the "sign-off" stage the customer will be presented with the completed design. Such materials will be deemed as acceptable and approved unless the Customer notifies OnTheWeb to the contrary within 10 working days of the date the materials were made available.

Invoices will be provided by OnTheWeb upon completion of any work undertaken. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be subject to a service charge for an amount equivalent to Bank Rate + 2% of the outstanding balance.

2.5 Default

Accounts unpaid 30 (thirty) days after the date of invoice will be considered in default. If the Customer in default maintains any information or files on OnTheWeb's Web space, OnTheWeb will, at its discretion, remove all such material from its web space. OnTheWeb is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account. Customers with accounts in default agree to pay OnTheWeb reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by OnTheWeb in enforcing these Terms and Conditions.

2.6 Termination

The Customer will be invoiced for design work completed to the date of first notice of cancellation for payment in full within 30 (thirty) days.

Any web site content, i.e. text and images provided by, or entered into the system by the customer and/or their clients, remains the property of the customer. Any associated system coding developed by or provided by OnTheWeb remain the intellectual property of OnTheWeb, unless otherwise agreed and stated in writing by both parties.

If a customer wishes to terminate their account with OnTheWeb and transfer their web site information elsewhere, OnTheWeb will advise and assist with any data extraction and transfer work subject to OnTheWeb's standard hourly rates.

2.7 Copyright

The Customer retains the copyright intellectual property rights to data, files and graphic logos provided by the Customer, and grants OnTheWeb the rights to publish and use such material. The Customer must obtain permission and rights for the use of all information, content, images or files used on the web site and in other graphic design media that are copyrighted by a third party. Should OnTheWeb, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow OnTheWeb to remove and/or replace the file on the site without notice. The customer agrees to fully indemnify and hold OnTheWeb free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

2.8 Changes to Site

You have one month from launching of the website within which to request minor amendments/enhancements to the website and to correct errors free of charge. Thereafter all changes done by OnTheWeb are currently charged at our hourly rate per hour or part thereof.

2.9 Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Customer in electronic format (ASCII text files delivered on disk or via e-mail) and that all photographs and other graphics will be provided by the Customer and will be of sufficient or appropriate quality print suitable for scanning or, alternatively, electronically in .gif, .jpeg, .png or .tiff format.

The customer agrees to supply OnTheWeb with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Images must be of a quality suitable for use without any subsequent image processing, and OnTheWeb will not be held responsible for any image quality which the client later deems to be unacceptable. OnTheWeb cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Although every reasonable attempt shall be made by OnTheWeb to return to the Customer any images or printed material provided for use in creation of the Customer's Web site, such return cannot be guaranteed and it is the responsibility of the Customer to retain the original or a back-up copy or to employ suitable Disaster Recovery procedures.

2.10 Access Requirements

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

2.11 Post-Placement Alterations

OnTheWeb cannot accept responsibility for any alterations caused by any other party to the Customer's web site once installed. Such alterations include, but are not limited to additions, modifications or deletions. Content should not include any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. OnTheWeb also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that OnTheWeb does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow OnTheWeb to remove the contravention without hindrance, or penalty. OnTheWeb is to be held in no way responsible for any such data being included.

2.12 Assignment

OnTheWeb reserves the right to assign all or part of a project, at any time to any subsidiary or a web design partner of OnTheWeb.

3.0 Web Hosting (and Email) Services

All web site support and hosting services provided by OnTheWeb to the Customer are subject to the following terms and conditions and supplement our standard terms and conditions above.

3.1 Server Usage

Web site hosting service accounts are defined as those facilities provided to support and host the Customer's web site. If applicable, your account is for your use only. You must take all reasonable measures to ensure that third parties do not access your account through revealing your password to them. Accounts are to be used by the customer/account holder only.

Account holders are not permitted to resell, store or give away web-hosting services of their web site to other parties. Exceptions to this include links, ad banners, classified ads, and personal ads.

You may not run server processes from your account without our prior agreement.

OnTheWeb reserves the right to refuse hosting services to anyone should it decide that the account has been used inappropriately or otherwise. OnTheWeb will not allow any of the following content to be stored on its servers or its hosting partner's servers: Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any International, National, or Local Government 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 OnTheWeb.

WareZ - Includes pirated software, ROMS, emulators, 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. No file sharing or peer to peer software such as IRC bots or illegal MP3 sites are permitted.

You will be responsible for ensuring that the content of your website does not violate Irish law or International Law. Use of the server for spamming, or bulk or unsolicited emailing is not permitted. The Customer is responsible for and shall accept responsibility for any defamatory, confidential, secret or other proprietary material available on your web site. We reserve the right to remove a Client' account if it is found to violate Irish Law or the terms of these conditions.

The Client will be held responsible for all the content in their website and for any claims or damages resulting from its content.

3.2 Spam Guidelines

Unsolicited email (Spam) is considered an unacceptable use of a domain. Whether the unsolicited email originates directly from the client's web-space area or otherwise, abuse reports received concerning a domain may result in suspension or closure of the service without refund.

3.3 Payment Policies

All accounts are set up on a prepay basis. Although OnTheWeb reserves the right to change prices of accounts or services at any time, pricing is guaranteed for the period of prepayment. Payment is due every 12 months following the date the account was established.

OnTheWeb reserves the right to suspend this and other services until any outstanding debt is cleared. OnTheWeb will not be responsible for any data lost due to non-payment closure of an account. The Customer is responsible for all money owed on the account from the time it was established to the time that the Customer sends a written cancellation request. We reserve the right to remove your website if payment is more than two calendar months outstanding and to charge an administration fee of €100 to reconnect service.

3.4 Cancellation and Refunds

Fees charged on a prepay basis are non-refundable.

3.5 Disclaimer

OnTheWeb will not be responsible for any damages your business may suffer. OnTheWeb makes no warranties of any kind expressed or implied for services we provide. OnTheWeb disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, copyright infringements, non-deliveries, wrong delivery, and any and all service interruptions caused by OnTheWeb and its employees or third parties. OnTheWeb reserves the right to revise its policies at any time. We reserve the right to cancel your account at any time without notice. We reserve the right to amend and update these Terms and Conditions at any time without notice.

3.6 Technical Support

Unless otherwise stated, the web-site hosting, email and ecommerce services shall be provided by a third party in partnership with OnTheWeb. OnTheWeb has no influence in relation to the hardware, software and technical support offered by the third party and is not responsible for any technical deficiencies or breaks in service when they occur. Should technical support be required by a client, an email should be sent to OnTheWeb and the matter raised will be discussed with the relevant third party partner.

Where OnTheWeb consider that the services offered by our hosting service do not meet the requirements of the client or that an increased level of technical support is necessary, OnTheWeb will endeavour to find a suitable alternative service to host the client's web site and provide email services. OnTheWeb will advise and assist with any data extraction and

transfer work subject to OnTheWeb's standard hourly rates. OnTheWeb reserves the right to issue a re-evaluation of the costs quoted to accommodate such changes.

3.7 Support and Maintenance

During the working day 0900 - 1730 hours Monday to Friday excluding Irish Bank and Public Holidays the Support desk is available to which the Client may report all requests for assistance. OnTheWeb will respond to the report of an alleged fault within four working hours of receiving the report and will keep the Client advised of progress in its resolution and the options open to the Client to remedy the fault or minimise the consequences of the fault.

If a call is received by OnTheWeb outside the period defined above, response will not occur until the next working day except by incurring additional charges agreed by both the Client and OnTheWeb. The Client shall:

- (a) Co-operate with OnTheWeb's personnel in the diagnosis of the reasons for any malfunction of the System reported to the Support desk.
- (b) Be prepared to provide such information as may reasonably be required by OnTheWeb's personnel to assist with the diagnosis of a reported fault. This would normally include details of the procedures which were being carried out at the time the fault occurred, data files, error messages or print outs which contain examples of the fault.
- (c) Accept that it is a fundamental condition that no third party or person in the Client's organisation shall attempt to remedy any fault or in any way interfere with the System except under the specific instructions of OnTheWeb's personnel.

3.8 Unlimited Use Policy

High bandwidth usage: In rare cases, OnTheWeb may find a Customer to be using server resources to such an extent that he or she may jeopardise server performance and resources for other Customers. In such instances, OnTheWeb reserves the right to impose the High Resource User Policy clause as stated below in order for OnTheWeb to provide equitable consideration of all its customers.

3.9 High Resource Policy

Resources are defined as bandwidth and/or processor utilisation. OnTheWeb may implement the following policy to its sole discretion: If a web site is found to be monopolising the resources available to the detriment of other clients of OnTheWeb, then OnTheWeb reserves the right to immediately suspend that site. This policy will only be implemented in extreme circumstances. Customers may be offered an option whereby OnTheWeb continues hosting the website for an additional fee.

3.10 Data Backup

OnTheWeb is not responsible for the backup of data on a customer's web site will only backup files necessary to recreate the original web site.

4.0 - DOMAIN SERVICES

Service Provision

4.1 OnTheWeb will provide the Domain Services to the Client upon the terms and conditions set out in this Part 4 and Part 1 of these Conditions.

4.2

The Client undertakes and warrants to OnTheWeb that the registration of any domain name requested by it (a "Requested Domain"): and the manner in which it is to be directly or indirectly used will not infringe any third party rights; and is not being made in bad faith or could be considered to be an abusive registration under the ICANN or Nominet dispute resolution policies, whichever is appropriate. The Client also confirms and warrants that any Requested Domain is not being registered and will at no time whatsoever be used for any unlawful purpose.

4.3

The Client acknowledges that, whilst OnTheWeb will use its reasonable endeavours to register or renew a Requested Domain, OnTheWeb will not be obliged to accept any request to register or continue to process any registration of a Requested Domain.

4.4

The Domain Services are limited to forwarding the application for registration to the relevant naming authority, providing reasonable administration services in relation to the application and notifying the result of the application to the Client within a reasonable period after communication from the authority. OnTheWeb will use reasonable endeavours to notify the Client of any renewal dates however OnTheWeb accepts no liability for the loss of registration of any Requested Domain.

4.5

OnTheWeb makes no representations or warranties (expressed or implied) of any kind (and they are expressly disclaimed) with respect to availability or likelihood of registration of any Requested Domain. The Client acknowledges that OnTheWeb cannot guarantee the reservation, registration or renewal of any Requested Domain and that the registration of such domain name will be subject to any registration requirements of the appropriate registry.

4.6

The Client will check that the domain name as reported on all documents sent to the Client (such as invoices and e-mail notifications) is spelt correctly. The Client will notify OnTheWeb of any incorrect spellings of a Requested Domain promptly and in any event within 24 hours of receiving such document.

4.7

The Client will at all times comply with the terms and conditions (from time to time subsisting) applying to the registration of domain names published by the relevant naming authority (including the domain dispute resolution policy of that authority) and any other authority having similar force.

4.8

If the Client wishes to transfer ownership of a Requested Domain then it will procure that all necessary consents to that transfer are obtained and will deliver up to OnTheWeb, on demand, documentary evidence of that all such consents have been obtained. The Client agrees that prior to transferring ownership of a Requested Domain to another person (the "Transferee") the Client will procure that the Transferee agrees in writing to be bound by the terms of the Agreement. A Requested Domain will not be transferred until OnTheWeb receives such written assurances as it requires that the Transferee is bound by the terms of the Agreement.

4.9

OnTheWeb will not transfer ownership of a Requested Domain until all Fees attributable to the Domain Services which are due have been paid by the Client to OnTheWeb.

4.10

OnTheWeb may from time to time change the registrar that a Requested Domain is held with, at its discretion and without notice to the Client.

4.11

The Client agrees and acknowledges that OnTheWeb will make registration information provided by the Client in relation to the Requested Domain available to ICANN, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority. The Client further acknowledges that OnTheWeb may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided, for purposes of inspection (such as through the WHOIS service) or other purposes as required or permitted by ICANN, Nominet and applicable law. The Client consents to any and all such disclosures, whether during or after the term of registration of the Requested Domain. The Client irrevocably waives any and all claims and causes of action arising from such disclosure or use of the domain name registration information by OnTheWeb.

4.12

OnTheWeb will only allow a domain name owned or managed by the Client to be attached to the ISP tag of OnTheWeb or any of its Associated Companies if the Client has an active hosting account with OnTheWeb.