

# Terms and Conditions

## All Services

Frequently we update our Terms & Conditions. That's the reason we encourage our customers to occasionally visit our website (<http://www.adgenus.co.uk>) in order to get the latest updates and changes.

### **Please read carefully as this contains important information**

We are committed to delivering the best possible service to all our customers, and our Terms and Conditions are designed to set out clearly from the outset what we can expect from each other throughout our partnership.

#### **NOTICE:**

- (a) These are the terms and conditions governing the use of [www.adgenus.co.uk](http://www.adgenus.co.uk) web site which is wholly owned by ADgenus – Creative Solutions, trading as Discount Web Advertisement and Website Design & Development.
- (b) These terms and conditions governing the Web Advertisements and/or any kind of Advertisement works/projects (such as all online & offline Advertisement projects and all Design & Print services) which are wholly owned by ADgenus – Creative Solutions<sup>1</sup>.
- (c) These terms and conditions governing the Website Design and Development which will be co-owned primarily by ADgenus – Creative Solutions (trading as Discount Web Advertisement and Website Design & Development) and secondary by the customer<sup>2</sup>.
- (d) A physical or digital copy of the work/project will NOT be given to the customer in any form. The only exception to this rule will be the case of i) Printed Advertisements (ie flyers, brochures, business cards etc) and/or Logo Creation, ii) Free Customised Website Design & Development (product ID: 02D).
- (e) These terms apply to each user, visitor and customer to ADgenus Website and/or customer's Web Advert and/or Website, and customers are governed by English law.
- (f) These terms apply to each customer of ADgenus Design & Print Services and customers are governed by English law.
- (g) If any of the terms of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, this shall not affect the validity of all other terms, and the remainder of the term in question, which shall continue to apply.
- (h) Any failure by ADgenus – Creative Solutions to enforce or exercise any of its rights under this Contract will not mean that ADgenus – Creative Solutions waives those rights entirely or cannot enforce or exercise those rights at any time in the future.
- (i) These Terms & Conditions make up the entire understanding between ADgenus – Creative Solutions and Customer and supersedes any previous agreements, understandings, representations (except fraudulent misrepresentations) statements or other communications between the parties whether written or verbal. Customer confirms that it is not relying on any representations that are not contained in this document.

#### **PROPRIETOR AND PROPRIETARY INFORMATION**

The agreement contained in this document constitutes the sole agreement between ADgenus – Creative Solutions and the client regarding a project / work. Any additional work not specified in this contract must be authorized by a written change order.

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<sup>1</sup> **Note:** All the work/project, Licences and copyrights related to Web Advert/s will be kept on ADgenus records, be available for any reference, be available for updates (- for more information look further in this document in the appropriate section).

<sup>2</sup> **Note:** All the work/project, Licences and copyrights related to Website Design and Development will be kept on ADgenus records, be available for any reference, be available for updates (- for more information look further in this document in the appropriate section).

The Information contained at [www.adgenus.co.uk](http://www.adgenus.co.uk) is owned by, licensed or authorised to ADgenus – Creative Solutions, and its assignees, licensees or sub-licensees thereof and the materials contained in [Adgenus.co.uk](http://Adgenus.co.uk) site are protected by copyright law. Copyright in the text, artwork, graphics and images on the Website are owned by ADgenus or its licensors or its content or technology providers except where otherwise specified. The contents of the Website are available to any user and/or visitor for personal reference only and may not be reproduced in any manner whatsoever either in whole or in part without the prior written permission of the Company's owner Website, its authorised agents or representatives.

ADgenus will be fully responsible for the terms and conditions of [adgenus.co.uk](http://adgenus.co.uk) website (including, without limitation, product description, price and compliance with all applicable laws and regulations) for any contract for the sale of goods or services to ADgenus customers.

- ADgenus reserves the right in its absolute discretion:

- (1) to add to or remove any material from its Website ([www.adgenus.co.uk](http://www.adgenus.co.uk)) or to amend, alter, redesign or change anything contained in or on it at any time; and
- (2) to monitor, suspend, revoke, or otherwise limit access to the Website at any time.

ADgenus will not provide the content of the created service/s to any customers. The content of the project/s created by ADgenus, as agreed per contract / agreement with its' customers, will remain at ADgenus – Creative Solutions ownership. Exceptions will apply only for special agreements made in advance and by contract between ADgenus and its' customers.

ADgenus Contract Agreements with a specific duration (such as 1 year contract or other specified contract length) will provide, only for the length of the contract, all the services or service agreed between the customer and ADgenus. At the end of the contract all customers will have the opportunity to: i) discontinue their service/s or part of their service/s, ii) extend their contract, iii) purchase a new service/s, iv) update / upgrade the current service.

In the case the customer chooses to extend, continue, update, upgrade and / or purchase a new service a new contract will be required and the appropriate payment / fee will be required.

ADgenus will not accept any responsibility for lost Domain Names or any other loss of registered names and any type of information.

## **NO WARRANTIES**

The use of ADgenus Websites are at the visitor's or user's own personal risk. ADgenus does not warrant the content, accuracy or veracity of any material or other information on the Websites / Web Adverts nor does it warrant that the Websites are free from errors, faults, viruses or other computer or data corrupting or data-damaging material.

However, ADgenus does honest and constant effort to keep its site free of viruses, spam and key-loggers using the services of a specialised Internet Security company to ensure the maximum safety.

ADgenus does not warrant that any type of work and /or service provided by ADgenus is free from errors, faults, misleading / inaccurate content, and will not be responsible for the published content on the websites and / or web adverts of its customers, nor is responsible for the website/s and/ or web advert contents accuracy. ADgenus will not be responsible for the users / customers publications (- publications are considered the following: comments, content of web adverts, websites, text, images, photos and notes). However, in the case there is a need of comments and publications removal (- ie illegal activities, pornographic material, offensive material, and/or requested by the authorities), then ADgenus will remove the specific content and will notify by e-mail and /or postal mail the owner of the website and / or web adverts.

ADgenus Website contains links to other sites or addresses on the web. External sites are not part of the Website and do not belong to the Company. The Company does not approve or endorse other websites nor is it responsible for their content.

Descriptions of, or references to products, services or publications within the [adgenus.co.uk](http://adgenus.co.uk) Website do not constitute or imply their endorsement or recommendation in any way by ADgenus – Creative Solutions, its employees or contractors. No reference in the ADgenus Website to any specific product, process, or service by

trade name<sup>3</sup>, trademark<sup>3</sup>, manufacturer, or otherwise, shall be used for advertising or product endorsement purposes.

All published information is at the client's own responsibility and ADgenus will not accept any blame for false and / or inaccurate information, and will not be responsible for the wrong doing of the client.

Information to be published include all material sent by the customer for the implementation, publication and / or operation of his / her project (both advertising projects and website projects).

Customers are allowed to publish information that belongs to them or have permission to use and publish. No copyright infringement is accepted, will not be tolerated and customers will be held totally responsible for all the material they submit to ADgenus – Creative Solutions.

## **TRADING TERMS**

- a) All down payments and deposits received are non refundable.
- b) The Company reserves the right to revise and amend an initial quote to a customer where needed.

## **Web Advertisement**

- (a) Acceptance of advertising is subject to space availability upon receipt of signed contract or insertion order by ADgenus – Creative Solutions.
  - (b) Receipt of a completed Standing Order Mandate will be considered as acceptance of the order and the terms & conditions of the contract. Receipts may be printed and sent to the customer by post or on-site visit by an ADgenus representative, or may be e-mailed to the customer's private and/or company's e-mail. In the case that a receipt has been sent by post, ADgenus representative visit or e-mail, then the signed "Purchase Information – Receipt" or "receipt of confirmation" of an order will be considered as acceptance of the terms & conditions of the contract / agreement between customer and Adgenus.
  - (c) All customers are solely responsible to update their contact details for all services purchased. ADgenus will use these contact details in order to communicate with the customer only for the following subjects:
    - Service extensions, renewals and service expirations,
    - End of a contract / service,
    - Important notifications,
    - Payments.
- ADgenus Representations:
- (1) ADgenus has the right to publish the contents of the advertisement, without infringement of any rights of any third party including, without limitation, intellectual property rights. In the case that some or all of the contents of the artwork (i.e. images, photos, fonts etc) have been given to ADgenus by the customer then the customer will be solely responsible for all the copyrights of this material and will have to comply with the codes of practice issued by the Advertising Standards Authority.
  - (2) ADgenus has complied with the codes of practice issued by the Advertising Standards Authority in respect of electronic and on-line advertising and all other relevant industry codes of practice.
  - (3) ADgenus reserves the right to re-design parts of the entire website ([www.adgenus.co.uk](http://www.adgenus.co.uk)) and to re-position advertising and sponsorship accordingly without prior notice.
  - (4) The practice of deep linking may be necessary, thus enabling visitors to by-pass customer's home page to visit specific areas of customer's website directly.
  - (5) Positioning of advertisements is at the sole discretion of ADgenus except where a request for a specific preferred position is acknowledged by the customer in writing. However, for legal, ethical and/or operational reasons ADgenus has the right to refuse the customer's request and explain in writing the reasons for the decline of the request.

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<sup>3</sup> Except if licensed to ADgenus – Creative Solutions for commercial use.

(6) Advertising material must be received by the agreed date except if agreed differently, otherwise position may be lost, reduced or withheld or, in the case of directory listings or fixed position advertisements, the insertion term may be reduced.

(7) The content of all ads incorporating data provided by a third party is subject to the customer's prior approval and no warranty is given by ADgenus – Creative Solutions with relation to the accuracy of such advertisements. ADgenus does not undertake to review the contents of any advertisements and any such review of, and approval by, ADgenus shall not be deemed to constitute an acceptance by ADgenus that such advertisement is provided in accordance with the terms of the Agreement, nor shall it constitute a waiver of ADgenus rights. ADgenus – Creative Solutions makes no warranty, express or imply, as to the accuracy of any advert. In the event that any advert is inaccurate, the customer's sole remedy is for ADgenus to change/correct such inaccuracy within 2 working days of it being notified of the inaccuracy by the customer. ADgenus – Creative Solutions will not be liable or become involved in any disputes between the customer's advertisement and/or website advertisement and their clients, and cannot be held responsible for any wrongdoing on the part of the customer's advertisement and/or website advertisement e.g. any disputes regarding content/images that have been provided to ADgenus for inclusion on the advertisement and/or website advertisement.

(8) ADgenus – Creative Solutions will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect or consequential losses;

In any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred, suffered or incurred by a party arising out of or in connection with the provisions of any matter under these terms and conditions. In particular, and without limitation, the customer acknowledges that ADgenus – Creative Solutions will not be liable for such losses whether arising from a failure to publish an advertisement, or from the inaccuracy of any data contained in any advertisements (whether such inaccuracy arises from any action or failure to act, of ADgenus, the customer or a third party).

(9) ADgenus – Creative Solutions will use customers' material e.g. text, information, photos etc to design/create customers' advertisement/s unless otherwise agreed (e.g. the customer does not have any or some material needed for the advertisement/s design/creation, and requires ADgenus to design/create and/or recreate material such as text, information, photos, images, logos etc to design customer's advertisement). ADgenus brings no responsibility for the materials provided by the customer.

(10) ADgenus – Creative Solutions does not warrant the content, accuracy or veracity of any material or other information on the customers' advertisements nor does it warrant that these advertisements are free from errors and faults. Additionally, descriptions of, or references to information, products, services or publications within the customers' advertisement/s do not constitute or imply their endorsement or recommendation in any way by ADgenus – Creative Solutions, its employees or contractors.

(11) In the case that ADgenus is forced by law to change the content of the customer's advertisement/s (advert/s and/or web advert/s), then the change/s will occur within 2 working days of it being notified of the inaccuracy without the customer's prior permission and the customer will be notified about the change/s and the reason/s forced the change to occur by e-mail and/or postal mail as soon as possible.

(12) The customer acknowledges that any website (including adgenus.co.uk) on which an advert is displayed, is provided on an "as is" and "as available" basis without any representation or endorsement. ADgenus makes hard efforts to provide smooth and operational function of both web adverts and adgenus.co.uk website but cannot provide warranties of any kind, whether express or implied, in relation to such website, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade or that the web adverts and ADgenus website will

meet any requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs or are fully functional, accurate, or reliable<sup>4</sup>.

(13) The Total Cost of the Web Advertisement (- if Total Cost of Web Advertisement including “Extras” – additional options – is no more than £10.00) has to be paid in cash upon the agreement. However, if the Total Cost of the Web Advertisement including “Extras” – additional options – is more than £10.00 then a non-refundable deposit of 40% (but no less than £10.00 – minimum deposit is £10.00) is required with all of ADgenus projects before any work will be carried out.

(14) Once a Web Advertisement has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the client decides they no longer want the advert, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in Advertisement withdrawal and legal action being taken if necessary. Once full payment is received for an advert, it is assumed that the project has been completed to the client’s satisfaction and no refunds can be offered. We do offer free updates for week after the completion of the work/project, to allow for any final amendments that may be required.

(15) All Web Advertising services have a specific contract duration agreed between the customer and ADgenus. At the end of each contract the customer will be required to extend, update, upgrade, purchase new service/s, purchase new Ad-On service/s, or discontinue their service or part of their services. All contract extensions, update, upgrade, new contract / new service/s purchase/s will require a new contract / agreement and a full payment.

(16) Customers have to notify ADgenus 1 month in advance (and at least 2 weeks in advance) prior to the end of their contract for their intention to: extend, update or upgrade their contract, purchase new service/s, purchase new contract/s, or discontinue their contract or part of their contract. In the case the customer has not notified ADgenus at least 2 weeks in advance, then ADgenus will not extend the original contract and will not accept any late notification. In this case ADgenus will not be held responsible for the loss of the Web Advert and copies of the advert may not be held as backup. Customers who discontinue their services will loose their Adverts.

## **Website Design and Development**

(a) Acceptance of website design and development is subject to space availability upon receipt of signed contract or insertion order by ADgenus – Creative Solutions.

(b) Receipt of a completed Standing Order Mandate will be considered as acceptance of the order and the terms & conditions of the contract. Receipts and Invoices may be printed and sent to the customer by post or on-site visit by an ADgenus representative, or may be e-mailed to the customer’s private and/or company’s e-mail. In the case that a receipt has been sent by post, ADgenus representative visit or e-mail then the receipt of confirmation of an order will be considered as acceptance of terms & conditions of the contract.

(c) All customers are solely responsible to update their contact details for all services purchased. ADgenus will use these contact details in order to communicate with the customer only for the following subjects:

- Service extensions, renewals and service expirations,
- End of a contract / service,
- Important notifications,
- Payments.

- **Website Designer’s/Developer’s Representations:**

(1) Unless otherwise explicitly agreed and stated, the Company’s responsibility is limited to designing and developing customer’s website/s and includes the update, use, altering, maintenance, troubleshooting etc. of

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<sup>4</sup> ADgenus does honest and constant effort to keep its site free of viruses, spam and key-loggers using the services of a specialised Internet Security company to ensure the maximum safety.

the customer's website/s once online<sup>5</sup>. ADgenus reserves the right to request additional payment to cover any or all of such work and/or to refuse to undertake such work.

(2) In the case that ADgenus is forced by law to change the content of the customer's website, then the change/s will occur within 2 working days of it being notified of the inaccuracy without the customer's prior permission and the customer will be notified about the change/s and the reason/s forced the change to occur by e-mail and/or postal mail as soon as possible.

(3) ADgenus uses customer's material e.g. text, information, photos etc to design customer's website/s unless otherwise agreed (e.g. the customer does not have any or some material needed for the web site design and development, and requires ADgenus to create material such as text, information, photos etc in order to design customer's website/s). ADgenus will not be responsible for the materials provided by the customer. The use of these materials and website/s is at the visitor's or user's own personal risk.

(4) ADgenus does not warrant the content, accuracy or veracity of any material or other information on the customers' websites nor does it warrant that these websites are free from errors, faults, viruses or other computer or data-corrupting or data-damaging material<sup>6</sup>.

Descriptions of, or references to information, products, services or publications within the customers' websites do not constitute or imply their endorsement or recommendation in any way by ADgenus, its employees or contractors.

(5) The content of all ads in the customer's website incorporating data provided by a third party is subject to the customer's prior approval and no warranty is given by ADgenus – Creative Solutions with relation to the accuracy of such advertisements. ADgenus – Creative Solutions does not undertake to review the contents of any advertisements and any such review of, and approval by, ADgenus shall not be deemed to constitute an acceptance by ADgenus that such advertisement is provided in accordance with the terms of the Agreement, nor shall it constitute a waiver of ADgenus rights. ADgenus – Creative Solutions makes no warranty, express or implied, as to the accuracy of any advert on client's website. In the event that any advert is inaccurate, the customer's sole remedy is for ADgenus to change/correct such inaccuracy within 2 working days of it being notified of the inaccuracy by the customer.

ADgenus – Creative Solutions will not be liable or become involved in any disputes between the customer and their clients and cannot be held responsible for any wrongdoing on the part of the customer. e.g. any disputes regarding content/images that have been provided by the customer to ADgenus for inclusion on the site.

(6) ADgenus – Creative Solutions will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents. ADgenus contractors / suppliers are totally responsible for Web Hosting and Website availability, and ADgenus – Creative Solutions will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the customer's site, contractors / suppliers servers availability, software or any material provided.

ADgenus – Creative Solutions responsibility is limited only to the Website design, implementation and maintenance unless differently specified by contract – written agreement.

(7) ADgenus will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect or consequential losses;

<sup>5</sup> However, the type of the website update, altering and maintenance is only limited to minor changes on the customer's website and does not include radical and/or major changes to the structure of the customer's website, exceptions will apply if agreed by contract differently.

<sup>6</sup> However, prior to the contract agreement the customer can include the option (with an extra fee) of having a specialised Internet Security company to ensure the maximum safety of his/her website. In this case ADgenus again does not warrant the content, accuracy or veracity of any material or other information on the customer's website/s nor does it warrant that the website/s are free from errors, faults, viruses or other computer or data-corrupting or data-damaging material.

In any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred, suffered or incurred by a party arising out of or in connection with the provisions of any matter under these terms and conditions. In particular, and without limitation, the customer acknowledges that ADgenus – Creative Solutions will not be liable for such losses whether arising from a failure to publish a Website, or from the inaccuracy of any data contained in any Website (whether such inaccuracy arises from any action, or failure to act, of ADgenus, the customer or a third party).

(8) ADgenus – Creative Solutions reserves the right to re-design parts of the entire website and to re-position advertising and sponsorship<sup>7</sup> accordingly without prior notice.

(9) A minimum non-refundable deposit of £40.00 but not less than the 35% of the total cost of the customer's order is required with all of our Website Design & Development projects before any design/development work will be carried out.

(10) Once a website design and development has been implemented and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the customer decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in website withdrawal and legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the customer's satisfaction and no refunds can be offered. We do offer free updates for a month after the completion of the work/project or a minimum of 2 weeks after the launch of the website (in accordance with the selected website service in the "Purchase Information – Receipt"), to allow for any final amendments that may be required. However, there is an available option of website updates for an additional fee.

(11) In the fixed price of ADgenus offer "Website Design & Development" only one (1) Domain Name will be purchased<sup>8</sup>. Additional Domain Names will incur an additional fee.

The preferred Domain Name (i.e. www.customer's\_name.co.uk) will be customer's selection. However, if the preferred Domain Name is not available ADgenus will ask the customer for an alternative one (Domain Name's availability will depend on registration restrictions). ADgenus cannot guarantee that the preferred Domain Name/s will be registered to the customer at any time.

Only in the case that the preferred Domain Name is not available then an alternative one can be selected without additional costs (i.e. customer can selected more than one (1) alternative name/s at no extra cost). Customers are responsible to ensure that they are eligible for the registration of the Domain Name (including any other name suggested by the customer) and that the Domain Name does not infringe the intellectual property rights of any third party - ADgenus make's no representations or warranties in this regard.

(12) All Website Design & Development services have a specific contract duration agreed between the customer and ADgenus. At the end of each contract the customer will be required to extend, update, upgrade, purchase new service/s, purchase new Ad-On service/s, or discontinue their service or part of their services. All contract extensions, update, upgrade, new contract / new service/s purchase/s will require a new contract / agreement and a full payment.

(13) Customers have to notify ADgenus 2 months in advance (and at least 1 month in advance) prior to the end of their contract for their intention to: extend, update or upgrade their contract, purchase new service/s, purchase new contract/s, or discontinue their contract or part of their contract. In the case the customer has not notified ADgenus at least 1 month in advance, then ADgenus will not extend the original contract and will not accept any late notification. In this case the website contract is cancelled then all Domain Names, Web Hosting, Professional E-Mail Addresses, E-Mails included in the E-Mail Accounts and Google rankings will be lost and might be very difficult or even impossible to re-activate them, re-purchase them etc. In the case of loss of Domains, Hosting, E-Mail Addresses, E-Mails, uploaded files etc ADgenus – Creative Solutions will not be held responsible. The customer is always responsible for any extensions he / she needs to pay for the services he / she requires (see further **Note i**).

<sup>7</sup> ADgenus will ad automatically all the customers' websites on ADgenus Web Directory free of charge.

<sup>8</sup> **Domain Name exception:** In the case of Website Design & Development – No Contract (Free Website) the Domain Name & Hosting will not be provided. An additional fee is required for these services.

(14) In the case the customer selects to discontinue his / her website contract / agreement then both the Domain Name and Web Hosting will be customer's responsibility. ADgenus will not extend any Domain Names and / or Hosting for discontinued contracts / agreements.

**Note i):** In the case of website contracts / agreements discontinue / interruptions customers will be solely responsible to pay for all their Domain Names Hosting Services and E-Mail Accounts (including their content ie e-mails, contacts etc) to the company they have selected and they will be responsible for their transfers and their fees.

Customers who are late to complete the transfer procedures on time may lose their Domain Names and ADgenus will not be held liable for any type of loss.

(15) At the end of the contract / agreement all services and all projects implemented by ADgenus or ADgenus partners will remain to ADgenus ownership. Exceptions to this rule have to be agreed in advance and have to be written and signed by both parties.

## **Design & Print Services**

### **1) Design & Print Services Definitions**

- i) "Goods" means the goods, materials and any other items to be supplied by ADgenus – Creative Solutions to the Customer.
- ii) "Proof" means a sample copy of the Goods which may be prepared by ADgenus – Creative Solutions and submitted to the Customer for approval prior to producing the Goods.

Unless otherwise agreed in writing, ADgenus – Creative Solutions reserves the right to increase the price of the Goods by giving notice in writing on or at any time after acceptance of Customer's Order to reflect;

1. any rise in production costs due to any factor beyond ADgenus – Creative Solutions reasonable control;
2. any change in delivery date which is requested by the Customer and agreed to in writing by ADgenus – Creative Solutions; or
3. any delay caused by the Customer.

ADgenus – Creative Solutions will require advance payment of a non-refundable deposit as a condition of agreeing to supply any Goods.

ADgenus – Creative Solutions will not be responsible for any delay in implementing the customer's order.

### **2) Warranty**

Customer warrants that:

- (a) it has full authority to reproduce any material in which copyright subsists; and
- (b) any design or other materials provided by him, or any design material created by ADgenus – Creative Solutions pursuant to Customer's instructions, is not defamatory or obscene or in any way likely to cause ADgenus – Creative Solutions to infringe any rights of any third party or any legislation for the time being in force in England and Wales in the performance of the Contract.

Customer shall fully indemnify ADgenus – Creative Solutions in respect of all costs, claims, liabilities and expenses (including any amount paid by ADgenus – Creative Solutions in settlement on legal advice and ADgenus – Creative Solutions own reasonable legal costs) arising from any claim arising out of matters referred to in this clause.

### **3) Warranty and Liability**

- (a) ADgenus – Creative Solutions warrants that it shall use reasonable care and skill in supplying the Goods in accordance with the Customer's Order. This warranty shall apply in place of any implied warranties and all other warranties, conditions and other terms (express or implied, statutory or otherwise) are hereby excluded to the maximum extent permissible by law.
- (b) ADgenus – Creative Solutions shall not be liable to the Customer for:
  - any loss of profit or business opportunities or any purely economic loss;
  - any indirect, special or consequential losses, damages, costs or expenses whatsoever;
  - any loss arising from third party claims;



- any error, failure or delay in completing the Order.

- (c) ADgenus – Creative Solutions entire liability under these Terms & Conditions (if any) shall be limited to rectifying where and if possible any defects in the Goods and all changes have to be notified to ADgenus – Creative Solutions in writing by the Customer within 48 hours of receipt of the Goods.

#### 4) Proofs

1. Proofs will be produced and supplied to the customer for inspection and approval before the implementation of any order. ADgenus – Creative Solutions reserves the right to charge the Customer for the cost of producing Proofs.
2. ADgenus – Creative Solutions shall not be liable for any errors not corrected or notified by Customer after inspecting the Proofs or declining to inspect the Proofs.
3. ADgenus – Creative Solutions reserves the right to make an additional charge for corrections, amendments or alterations in style or content, and for additional Proofs necessitated thereby.

#### 5) Copyright

Any copyright and design rights in relation to any artwork and physical materials resulting from work originated by ADgenus – Creative Solutions as a result of an Order (including where the Customer's own artwork or materials have been incorporated into the artwork, design or physical materials so originated) shall belong to ADgenus – Creative Solutions and the Customer shall only be entitled to reproduce, or authorise any reproduction of, such design or artwork whether in whole or in part has a written agreement with ADgenus – Creative Solutions and appropriate authorisation following full payment by the Customer for the Goods.

### **EXCLUSION OF LIABILITY**

To the maximum extent permitted by law ADgenus – Creative Solutions excludes liability for any loss, claim, damages or any special, consequential, exemplary or punitive damages (whether directly or indirectly incurred) of any kind arising out of or in connection with any visitor's or user's access to, or use of the Website and / or ADgenus services, or any material thereon, whether based in contract, tort or whether negligent or otherwise, even if ADgenus – Creative Solutions has been advised of the possibility of such damage.

All material submitted by the customer is in the customer's responsibility and he / she is totally responsible for their copyrights and for any infringements that might arise from their improper use and / or publication.

### **Web Advertising and Website Optimization**

(a) Due to external factors, such as changes to the way search engines rank websites, ADgenus – Creative Solutions cannot offer any guarantees regarding the position ADgenus will achieve for customer's web adverts and/or websites. The process of optimizing web adverts and websites itself will bring in more traffic and hits and customer will see visits increase to his/her web advert/s and/or website/s naturally. ADgenus - Creative Solutions cannot accept liability for any change in rankings, or drop off in the position of customer's web advert/s and/or website/s due to changes in the algorithms of the search engines or the factors that they use to rank web adverts and websites.

(b) When optimizing web adverts and websites ADgenus aim is always to achieve a **top ten ranking**<sup>9</sup> for customer's web advert/s and/or website/s within six months of undertaking the optimization process. Where asked to provide search engine optimisation for a Client, ADgenus – Creative Solutions do not guarantee any specific placement or high ranking on search engines. Due to the work involved payment is generally required in advance and we are unable to offer a refund of any payments received to customers in relation to this type of work.

(c) Optimised web adverts, web pages and websites containing customer's company's name and information will be submitted to search engines. Search engines that ADgenus will submit customer's website (only when search engine optimization has been agreed) are the most popular search engines and are listed below;

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<sup>9</sup> **Top ten ranking:** Valid only when the customer has agreed by contract the "Search Engine Optimization" option. Top ten ranking aim is to bring customer's website/s within the First 10 pages of the most popular search engine results. In this way customers can increase their Internet "popularity" and bring more potential customers to their website.

ADgenus Web Directory, Google (Google Search Engine and Google Maps), Bing (Microsoft), Yahoo, Quipe, FreeIndex, Yellow Pages (Standard Business Listing – Free Listings) and other (depends from the nature of customer's business, location etc) smaller Internet data bases.

(d) ADgenus reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

(e) ADgenus will ask for an additional fee for web advert/s and/or website/s optimization.

### **Website Hosting**

ADgenus recommends hosting companies to host websites and no guarantees can be made as to the availability or interruption of this service. ADgenus – Creative Solutions cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

ADgenus – Creative Solutions reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the customer's contract/agreement should the necessity arise.

Website Hosting is included in the fixed price of ADgenus offer "Website Design & Development" no matter if the customer requires it or not<sup>10</sup>. Customer cannot select a Website Hosting company. Website Hosting companies are selected only by ADgenus.

At the end of the contract / agreement between ADgenus and the customer, and in the case the customer selects to discontinue their website contract / agreement, then the customer will be totally responsible for the transfer and administration of their Domain Names and Hosting services and they will have to pay the full payment required for the Domain and Hosting services.

ADgenus will not accept any responsibility for lost Domain Names or any other loss of registered names and any type of information.

All customers are solely responsible to update their contact details for all services purchased. ADgenus will use these contact details in order to communicate with the customer only for the following subjects:

- Service extensions, renewals and service expirations,
- End of a contract / service,
- Important notifications,
- Payments.

### **Hibu / hibu.com – YellowPages / Yell.com**

(a) Free Adverts on Yellow Pages: Business details will appear on Yell.com, Yell.com mobile, 118 24 7 and in Yellow Pages (Yelldirect standard listing – Terms and conditions apply; available on: [www.yell.com](http://www.yell.com)). ADgenus – Creative Solutions has no liability over any arguments regarding Yellow Pages / Yell.com Adverts. Yellow Pages / Yell.com terms and conditions apply.

(b) Premium Advertisement on Yellow Pages: ADgenus – Creative Solutions will rent space on YellowPages and advertise customer on a dedicated part of the page into the relevant trade subject and include one picture with an extra cost (Terms and conditions apply; available on: [www.yell.com](http://www.yell.com)). ADgenus – Creative Solutions has no liability over any arguments regarding Yellow Pages / Yell.com Adverts. Yellow Pages / Yell.com terms and conditions apply.

**Note:** This service is Not Free of Charge.

(c) ADgenus – Creative Solutions will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

<sup>10</sup> **Domain Name exception:** In the case of Website Design & Development – No Contract (Free Website) the Domain Name & Hosting will not be provided. An additional fee is required for these services.

- any loss of goodwill or reputation; or
- any special or indirect or consequential losses;

in any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred, suffered or incurred by a party arising out of or in connection with the provisions of any matter under these terms and conditions. In particular, and without limitation, the customer acknowledges that ADgenus – Creative Solutions will not be liable for such losses whether arising from a failure to publish a Website, or from the inaccuracy of any data contained in any Website (whether such inaccuracy arises from any action, or failure to act, of ADgenus, the customer or a third party).

### **Facebook**

ADgenus – Creative Solutions will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect or consequential losses;

in any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred, suffered or incurred by a party arising out of or in connection with the provisions of any matter under these terms and conditions. In particular, and without limitation, the customer acknowledges that ADgenus – Creative Solutions will not be liable for such losses whether arising from a failure to publish a Website, or from the inaccuracy of any data contained in any Website (whether such inaccuracy arises from any action, or failure to act, of ADgenus, the customer or a third party).

#### **(a) Facebook Adverts**

Adverts on Facebook will be only limited to CPC and/or CPM advert types (- additional fee applies for both CPC and CPM adverts). Terms and conditions apply; available on: [www.facebook.com](http://www.facebook.com). ADgenus – Creative Solutions has no liability over any arguments regarding Facebook.com adverts. Facebook.com terms and conditions apply.

#### **(c) Facebook Web Page**

ADgenus will create customer's own Company's Facebook Page under an agreed commission. ADgenus – Creative Solutions has no liability over any arguments regarding Facebook Pages / Facebook.com material. Facebook Pages / Facebook.com terms and conditions apply; available on: [www.facebook.com](http://www.facebook.com).

**Note:** Texts, Images / Photos and Logos are required. If any or all of these are not available, ADgenus can create / purchase them for the customer for an additional fee.

### **Web Security Pack**

ADgenus will use the services of a specialised Internet Security company (additional fee applies) to ensure the maximum safety of the customer's website. In this case ADgenus- Creative Solutions does not warrant the content, accuracy or veracity of any material or other information on the customers' websites nor does it warrant that these websites are free from errors, faults, viruses or other computer or data-corrupting or data-damaging material. ADgenus – Creative Solutions does not bring any responsibility for these services.

### **Images, Picture and Logos**

When a customer requires images, pictures and Logos for his/her service, an additional fee will incur (see "Images Logos Use License Agreement" – separate document for more information, and Terms and Conditions).

## **Compatibility**

ADgenus – Creative Solutions will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the latest web browsing software from Microsoft (Microsoft Internet Explorer) and to an acceptable level with the latest Firefox (Mozilla) and Google (Chrome) browsers. ADgenus cannot offer guarantees of correct function with all browser software and older browser versions.

Further more, ADgenus – Creative Solutions does not warrant the content, accuracy or veracity of any material or other information on the web advert/s and/or website/s nor does it warrant that the web advert/s and/or website/s are free from errors, faults, viruses or other computer or data-corrupting or data-damaging material.

## **Payment of Accounts**

A deposit is required from all new customers before any work/project is carried out. It is ADgenus – Creative Solutions policy that any outstanding accounts for work/projects carried out by ADgenus – Creative Solutions or its affiliates are required to be paid in full, no later than the delivery of the work/project day unless by prior arrangement in writing with ADgenus.

- Web Advert Deposits: A minimum of £10.00 but not less than 40% of the total cost of the customer's order.
- Website Design & Development Deposits: A minimum of £40.00 but not less than 35% of the total cost of the customer's order.

Once a deposit is paid and work/project completed then the customer is obliged to pay the balance of payment in full. There are no exceptions to this, i.e. if the customer decides they no longer want the work/project created/developed specifically for them, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in the work/project withdrawal and legal action being taken if necessary. Once full payment is received for a work/project, it is assumed that the work/project has been completed to the customer's satisfaction and no refunds can be offered.

ADgenus – Creative Solutions will take a £5.00 service charge payment on any payments received using a credit or debit card. If this is not acceptable to the client, we also accept Cash and / or bank transfers as an alternative payment method.

Publication of Adverts, Website Design & Development and SEO will occur only after the final payment is made.

Customer's projects / work will only be delivered to the customer up on the final payment of the work.

All payments will be made in British Pounds or in Euros (additional fee applies). Payments must be made promptly. If a payment remains delinquent two weeks after its due date, ADgenus – Creative Solutions will make up to 5 attempts to contact the client by email / mobile phone (using the email address / phone number provided by the client). If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.

In the case the payment still remains delinquent one month after its due date ADgenus – Creative Solutions reserves the right to remove web pages from viewing on the Internet and put on hold customer's account until final payment is made.

All customers are solely responsible to update their contact details for all services purchased. ADgenus will use these contact details in order to communicate with the customer only for the following subjects:

- Service extensions, renewals and service expirations,
- End of a contract / service,
- Important notifications,
- Payments.

## **Complaints Procedure**

### **Informal procedure**

Anyone who experiences a problem with their work/project provided by ADgenus – Creative Solutions should raise the matter directly using ADgenus support desk e-mail ([support@adgenus.co.uk](mailto:support@adgenus.co.uk)), giving

sufficient information to locate the material (such as an inaccuracy, url, any problems related to ADgenus work etc) and clearly outlining the grounds for the complaint.

ADgenus will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

- Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to ADgenus – Creative Solutions, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven (7) working days of its receipt; a full and considered response to the complaint should be completed within thirty (30) working days and any subsequent remedy implemented with the minimum of delay.

**Communication**

Customers can contact ADgenus – Creative Solutions:

- (a) Via phone at +44 20 8123 2317 and leave a message with their inquiry (all inquiries apart of issues regarding Complains and Legal).
- (b) Via email at:
  - [info@adgenus.co.uk](mailto:info@adgenus.co.uk) For all general inquiries, apart of Service Problems and Support, Complains and Legal.
  - [support@adgenus.co.uk](mailto:support@adgenus.co.uk) Only for inquiries regarding Service Problems and Support, Complains and Legal.
  - [payments@adgenus.co.uk](mailto:payments@adgenus.co.uk) Only for inquiries regarding Payments and Invoices.

All inquiries will be answered within 12 working Hours.

**Operating Hours**

ADgenus operating Hours are:

Monday – Friday: 9:30 – 19:00  
Saturday: 9:30 – 15:30  
Sunday: Closed

Bank Holidays &  
Other National Holidays: Closed