GPIMedia General Terms and Conditions

Terminology

Us, we – GPIMedia, our staff or individuals acting on behalf of GPIMedia with regard to hosting, Internet site design or maintenance, including any sub-contractors or third parties to whom we contract out services in part or whole.

You, Your – An individual or individuals, including your representatives or staff who have requested work to be carried out by GPIMedia whether or not a formal contract has been signed.

User – An individual or individuals who access a web page or web site for the purpose of displaying such page or site, including electronic cataloging of pages and sites on our servers.

Code – Program code, or content written in a language so as to allow the operation of servers and Internet browsers to display a Internet page or pages. Additionally program code for the use of storing, modifying or retrieving information from the users computer.

Content – Pictures, images, graphics or text originating from any source for inclusion into a Internet site or Internet page.

General Terms – Internet Design (Web Design)

1. We will provide paginated Internet readable code to a specification laid out and agreed by you in the format of Internet pages to comprise a Internet site including code to assist in operating Internet pages and Internet sites.
2. It is your responsibility to ensure the code is suitable for the purpose you require, and specific to any Internet browser or server technology you require.
3. You will indemnify us against any claim of copyright infringement resulting in content provided by you.
4. We will indemnify you against any claim of copyright infringement resulting in content provided by us.
5. You will indemnify us against any claim of trademark infringement resulting in content you have provided us, or instructions you have given us which we have acted upon in good faith.
6. We will indemnify you against any claim of trademark infringement resulting in content we have provided.
7. Before any site is placed for general public viewing on the Internet you will pay us *in full* any sums or amounts due as laid out in a quotation supplied by us.
8. A request for us to start production of code on your behalf is deemed to be acceptance of these terms and conditions in full.
9. Any specific exemptions or inclusions to these terms and conditions must be agreed by both parties (us and you) and written signed agreement made prior to such terms forming part of a contract or agreement between us and you.
10. You accept that whilst we will make it our best effort to ensure compatibility of our code with all servers and Internet browsers we are unable to place any guarantee, whether implied or not, to this effect.
11. Any and all code and / or content provided by us remains our property at all times.
12. In the event of termination of contract, by either party, we will remove all electronic code relating to your Internet pages or Internet site from our servers and return any non electronic content used in the design and make up of your Internet site or pages.
13. Where additional pages, code or content are added into your site after design and outwith the terms of the original quotation we reserve the right to charge for such pages pro–rata from our published rates. Fees for such pages will be due no later than one calendar month following completion of such pages, code or content.
14. You are responsible for ensuring the accuracy of information contained in code or content provided by us for you. You will indemnify us against any action resulting in errors or omissions in such code or content.

General Terms – Hosting

15. We will provide a service where by code can be placed on a server connected to the Internet for distribution on request by third parties.
16. You will not use server space or code located on such server space allocated to you in such a way as to promote illegal acts.
17. You will not use server space or code located on such server space allocated to you in such a way as to promote pornography.
18. You will not use server space or code located on such server space to distribute information, code, or email without specific request for such information from said third party.
19. We will host code written by you or us for the purpose of displaying and operating an Internet site or Internet pages.
20. You will not use server space allocated you for the purpose of back-up or long term storage solution.
21. You will indemnify us against loss or consequential loss resulting from failure of the server or server space allocated you.
22. We will not be liable for loss or consequential loss resulting from failure of the server or server space allocated you.

General Terms – Domain Names

23. We will register a domain name(s) on behalf of you with the relevant domain registrar and maintain such domain names. Such names will be registered to us and hosted to our name servers. Provided any fee's due are paid and up to date such domain names will be available for transfer and a TRA (transfer request authority) number will be made available to you on request. Once such a request is made we will no longer become responsible for maintaining or renewing such domain names.
24. You will indemnify us against any domain name dispute and arisings from matters therein where we have registered a domain name on your behalf which you have requested.
25. You will not knowingly ask us to register a domain name which infringes on any registered trade mark or well known corporate branding in the country or countries in which such a trademark or branding is used or recognized.
26. We will not knowingly register a domain name which infringes on any registered trade mark or well known corporate branding in the country or countries in which such a trademark or branding is used or recognized and we recognize such trademark or branding.

General Terms – Email

27. You will not use email or facilities provided by us for propagation of virus's, or other such malicious code or any code which is not requested by the user.
28. You will not use email or facilities provided by us for the propagation of unwanted or unrequested email or written communication across any boundary or medium.
29. We will provide you with email addresses and facilities as requested but will not be held liable for any email subsequently received to such addresses or with such facilities.
30. We will not be held liable for loss whether direct or consequential from failure of either email servers or the email system, neither will we be liable for failure of email to reach intended recipients or for interception by third parties unknown.
31. You are responsible for providing suitable software to access such mail facilities provided using current standard email protocols.
32. We are unable to provide technical support for the issues of operating software for access to such mail facilities provided by us.

General Terms – Update Package

33. We will provide a site update service for you for a fixed annual charge.
34. The update service entitles you to one free updates of content per page per month where the updated or additional content does not exceed more than one half of the current visible page excluding any banners, headers or footers that make up a constituent part of the overall design, look or feel of the page or site.
35. Where update of content does exceed more than one half of the current visible page excluding any

banners, headers or footers that make up a constituent part of the overall design, look or feel of the page or site, we reserve the right to charge pro–rata from our published rates. Fees for such pages will be due no later than one calendar month following completion of such pages, code or content.

36. Updates will be carried out with 7 working days of request, except where we have previously indicated this will not be possible.

General Terms – Google® Ad words Management

37. We will manage on your behalf any Google® based advertising program or campaign using the Ad words or other applicable system.
38. You accept the full Google® Ad words or applicable Terms and Conditions applicable to us. Such terms and conditions are available on request.
39. We will set spending limits based on amounts set by you.
40. We will bill monthly in arrears as details are provided to us by the Ad words or other applicable system. Where a spending limit has been set at >£50 monthly we will ask for a deposit of 2 months spending limit prior to setting up such an advertising campaign.
41. You accept that in doing so we will maintain such an advertising program under your advice but as we see fit.
42. We will not exceed any spending limits requested by you, however we will not be liable where limits are exceeded by the Ad words or similar system operation.
43. We are wholly not responsible for results achieved in Google® or other search engines using the Ad words or other applicable system and where dispute occurs between us and you we will immediately suspend or cancel such campaign or program.

General Terms – All Applicable sections Above

44. Any non payment of fee's due to us from you may result in suspension or removal of one or more services provided by us to you under any or all contracts currently applicable.
45. Any breaches of any of the terms in the paras 1 to 43 above may result in suspension or removal of one or more services provided by us to you under any or all contracts applicable.
46. Where we withdraw services under para 43 to 44 above we reserve the right to post a placeholder page on the Internet against *any* registered domain names which we have registered for you stating services have been withdrawn pending payment.
47. We will not be liable for any loss, or consequential loss due to failure of the Internet on either a local , national or international level. Neither will be be liable for any loss, or consequential loss due to failure of component parts of the Internet structure or supporting infrastructure, connections or components.
48. We are not responsible for any electronic storage of content pages or code outside of our servers or server space. You accept that such storage is possible and any liability arising from such storage.
49. We will not be liable for direct, indirect or consequential loss or failure of hardware, software or middleware connected to, or accessing services provided by us for you.
50. Where you cancel a contract with us *all fees due* are payable up to the next renewal of service.
51. Where we cancel a contract except under paras 44 and 45 above we will make a partial refund of 1/12th the paid fee for hosting and update per calendar month remain to next renewal of service and offer free domain transfer if requested.
52. We reserve the right to review and change our pricing scales from time to time as we see fit. New pricing will become applicable to all contracts at time of next renewal of contract. You may request from us at any time current pricing scales and/or an estimate of your next renewal cost. Request for renewal cost will remain valid for 30 days independent of any pricing change.
53. We reserve the right to review and change our terms from time to time as we see fit. New terms will become applicable to all contracts at time of next renewal of contract. You may request from us at any time current pricing terms and/or terms applicable from your next renewal.
54. These terms are the sole terms offered by us to you in any contractual agreement whether written or verbal. Where additional terms are offered or accepted a copy of such terms is to be attached to a copy of these terms and such terms are to be annotated by a signatory of each party (us and you).
55. Any dispute to these terms shall be subject to Scottish Law and enforced only in courts of Scotland. Such disputes may be resolved through a mutual dissolving of any contracts between you and us under written agreement preventing legal action by either party regarding such dispute.

Special Terms

56. NO SPECIAL TERMS APPLICABLE