



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

1.0 Introduction

1.1 General

Grafton Digital Limited Registered in Ireland CRO (647396) (hereinafter referred to as "Grafton Digital") provides Graphic Design, Web Site Design, Hosting, bespoke software and other similar services, (hereinafter referred to as the "Services").

Grafton Digital reserves the right to suspend or cancel a customer's access to any or all Services provided by Grafton Digital or their hosting partners when Grafton Digital 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 Grafton Digital on the understanding that the client has agreed to Grafton Digital's terms and conditions.

1.2 Indemnification

The Customer agrees that it shall defend, indemnify, save and hold Grafton Digital harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Grafton Digital, 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 harmless Grafton Digital against liabilities arising out of any injury to person or property caused by any products sold or otherwise distributed in connection with Grafton Digital limited; 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 Grafton Digital'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 Grafton Digital 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 Grafton Digital will be defined in the customer's Quotation. Under normal trading circumstances, the Quotation will be issued by Grafton Digital following receipt of a request for quotation from the Customer, which shall identify the scope of work intended.

Grafton Digital will provide its quotation for acceptance or comment by the Customer. Any quote is valid only for 30 days. Once the Quotation 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 Quotation. However, in those circumstances whereby such resources cannot be reasonably identified at the Quotation stage, then Grafton Digital reserves the right to issue an amendment to the Quotation 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 Grafton Digital holds no responsibility for any amendments made by any third party, before or after a design is published.

Any indication given by Grafton Digital of a project's duration is to be considered by the customer to be an estimation. Grafton Digital 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 Grafton Digital for the initial payment or by date confirmed in writing by Grafton Digital.

2.2 Payment Clause

All services require an advance non-refundable deposit of 30% (thirty 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 Grafton Digital 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 Grafton Digital on behalf of the client, may not take place before cleared funds have been received.

2.3 Customer Review

Grafton Digital 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 Grafton Digital to place a small credit on printed material exhibition displays, advertisements and/or a link to Grafton Digital'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 Grafton Digital to place websites and other designs, along with a link to the client's site on Grafton Digital'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 Grafton Digital to the contrary within 10 working days of the date the materials were made available.

Invoices will be provided by Grafton Digital 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 Grafton Digital's Web space, Grafton Digital will, at its discretion, remove all such material from its web space. Grafton Digital 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 Grafton Digital reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Grafton Digital in enforcing these Terms and Conditions.

2.6 Termination

Termination of services by the Customer must be requested in writing and signed. Termination will be effective on receipt of such notice. 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 Grafton Digital remain the intellectual property of Grafton Digital, unless otherwise agreed and stated in writing by both parties.

If a customer wishes to terminate their account with Grafton Digital and transfer their web site information elsewhere, Grafton Digital will advise and assist with any data extraction and transfer work subject to Grafton Digital'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 Grafton Digital 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 Grafton Digital, 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 Grafton Digital to remove and/or replace the file on the site without notice. The customer agrees to fully indemnify and hold Grafton Digital 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 Grafton Digital 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 Grafton Digital 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 Grafton Digital will not be held responsible for any image quality which the client later deems to be unacceptable. Grafton Digital 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 Grafton Digital 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, Grafton Digital 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

Grafton Digital 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. Grafton Digital also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Grafton Digital does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Grafton Digital to remove the contravention without hindrance, or penalty. Grafton Digital is to be held in no way responsible for any such data being included.

3.0 Web Hosting (and Email) Services

All web site support and hosting services provided by Grafton Digital 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. 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. Customers will be granted editorial access rights only to make changes to their website content. Full admin rights are restricted to Grafton Digital. Account holders are not permitted to resell, store or give away web-hosting services of their web site to other parties.

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

Grafton Digital reserves the right to refuse hosting services to anyone should it decide that the account has been used inappropriately or otherwise.

Grafton Digital 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 Grafton Digital.

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 Grafton Digital 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.

Grafton Digital reserves the right to suspend this and other services until any outstanding debt is cleared. Grafton Digital 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

Grafton Digital will not be responsible for any damages your business may suffer. Grafton Digital makes no warranties of any kind expressed or implied for services we provide. Grafton Digital disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, copyright infringements, security infringements, non-deliveries, wrong delivery, and any and all service interruptions caused by Grafton Digital and its employees or third parties. Grafton Digital 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 Grafton Digital. Grafton Digital 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 Grafton Digital and the matter raised will be discussed with the relevant third party partner.

Where Grafton Digital 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, Grafton Digital will endeavour to find a suitable alternative service to host the client's web site and provide email services. Grafton Digital will advise and assist with any data extraction and transfer work subject to Grafton Digital's standard hourly rates. Grafton Digital reserves the right to issue a re-evaluation of the costs quoted to accommodate such changes.

3.7 Unlimited Use Policy

High bandwidth usage: In rare cases, Grafton Digital 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, Grafton Digital reserves the right to impose the High Resource User Policy clause as stated below in order for Grafton Digital to provide equitable consideration of all its customers.

3.8 High Resource Policy

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

3.9 Data Backup

Grafton Digital 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 design. The client must retain copies of all content required for the reconstruction of the website. Websites that need to be restored or reconstructed will incur a charge.

4.0 - DOMAIN SERVICES

Service Provision

4.1

Grafton Digital 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 Grafton Digital that the registration of any domain name requested by it (a "Requested Domain"): 4.2.1 and the manner in which it is to be directly or indirectly used will not infringe any third party rights; and

4.2.2

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 Grafton Digital will use its reasonable endeavours to register or renew a Requested Domain, Grafton Digital 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. Grafton Digital will use reasonable endeavours to notify the Client of any renewal dates however Grafton Digital accepts no liability for the loss of registration of any Requested Domain.

4.5

Grafton Digital 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 Grafton Digital 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 Grafton Digital 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 Grafton Digital, 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 Grafton Digital receives such written assurances as it requires that the Transferee is bound by the terms of the Agreement.

4.9

Grafton Digital 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 Grafton Digital.

4.10

Grafton Digital 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 Grafton Digital 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 Grafton Digital 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 Grafton Digital.

4.12

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