

## Terms and Conditions

### 1. Definitions

- 1.1 The Company shall be Techno Data Solutions Limited, 272 Bath Street, Glasgow G2 4JR
- 1.2 The Client shall be the person, firm or company that purchases or agrees to purchase goods or services from the company
- 1.3 The Goods or Services shall be the services, software, hardware and related products that the company agrees to supply to the client.
- 1.4 The Contract shall be a contract for the supply of goods and services by Techno Data Solutions Limited
- 1.5 The Property Manager System shall be referred to as the PM

### 2. Terms & Conditions

- 2.1 These terms and conditions shall apply to all contracts for the sale and supply of goods and services by Techno Data Solutions Limited to the exclusion of all other terms and conditions which the client may purport to apply. Client Conditions of Purchase will not be accepted by the Company.
- 2.2 After completion of the order form, orders by the way of verbal instruction, letter, telephone, fax or e-mail by the client shall be deemed to have accepted and agreed subject to these terms and conditions.
- 2.3 Any variation of these terms and conditions shall not be valid unless agreed in writing by the Company and the Client and duly signed by a Director of the Company and an authorised signatory of the Client.
- 2.4 The company reserves the right to amend and update these terms and conditions from time to time and such amended terms shall apply after the next anniversary of the supply agreement unless it is specifically agreed between the parties for such amended terms to be applied at a sooner date.

### 3. Supply

- 3.1 The company agrees to provide the services and / or products to the client as requested in the order form in accordance with the terms and conditions of this contract.
- 3.2 Where the company registers a domain name on behalf of a client, the client retains a licence to use the domain name subject to payment of the annual fee. Ownership of the domain name shall remain the property of the company unless a specific transfer fee is agreed by the company.

- 3.3 Hardware and software supplies are offered subject to the standard manufacturer warranties, which may be extended at the time of purchase for an additional charge in some cases. Updates of registered software are available in certain cases.
- 3.4 The Property Manager system is made available under licence to the client subject to the payment of an Annual Subscription charge together with a Monthly Service charge for property details to be uploaded to the client's website via the Property Management system.
- 3.5 Amendments to the PM may be made upon request of the Client and will be subject to an additional charge based on the time taken to effect the amendment.
- 3.6 Web site design work will be undertaken for a client that will be compatible with the PM system and enable it to be integrated into the Client's business will be subject to fees at current rate. Copyright to such web-site designs remain the property of the designer and the Company and any infringement of such copyright will result in the PM system being terminated at the Company's option. The Company accepts no liability for any actual or consequential loss as a result of such action, but the Company will allow three working days for retraction of such copyright infringement once notified to the client.
- 3.7 Where a client wishes for IT system support services, these will be subject to an additional agreement tailored for the client's requirements.
- 3.8 All software supplied by the Company, which requires registration, shall be the responsibility of the client. Software supplied by the Client to be loaded onto a new or repaired PC owned by the Client shall be a duly authorised and sourced copy. The Company will not install or re-load unauthorised software.

#### 4. Price & Payment

- 4.1 All prices are exclusive of VAT which shall be added at the rate in force at the supply date.
- 4.2 Prices quoted shall be honoured for a period of 30 days unless the item quoted is subject to a special rate at the time of quoting; such fact will be advised to the client.
- 4.3 Payment by the client will be on a monthly account basis due 30 days after invoice.
- 4.4 Annual Fees will be charged at renewal automatically to the client unless the client has advised in writing their wish to terminate the agreement no less than 30 days prior to the end of the annual service period.
- 4.5 The company reserves the right to vary the amount payable (monthly and yearly) from time to time, but will give a minimum of 30 days prior written notice of any such variation.
- 4.6 Where a Client' PM and / or web site service is activated before payments has been made then payment must be made in full within 30 days.
- 4.7 The Company reserves the right If payment is not made in full within the contractual credit term to terminate the PM service and server facility and accepts no liability for any actual or consequential loss by so doing. The company will endeavour to contact the client prior to such action being taken.

4.8 Re-activation of services will be subject to a pre-paid charge of a minimum of £200, and pre-payment thereafter of Monthly and Annual fees.

## 5. Termination

5.1 The initial term of this contract shall be a period of 12 months and shall commence on the date of acceptance by the client. Thereafter the contract will continue on an annual basis unless terminated according to the provisions below

5.2 All account cancellations must be done in writing, with at least 30 days notice. Notifications must include user name, principal contract name with valid signature and reason for cancellation. Third party cancellations are not accepted

5.3 The company reserve the right to cancel an account at anytime without notice if the client is considered to be in breach of a material term.

5.4 When your account is closed whether by 5.2, 5.4, or any sections under 9.0, all files will be deleted within 7 days.

5.5 Any improper use by the client under any sections under 9.0 will result in immediate termination of the Company' services

5.6 If a client has contracted for a service on an annual subscription and the client wishes to cancel within this service period, the Company will not make any refunds for the unexpired period.

5.7 An administration charge for the transfer of domains to another registrar will be charged on termination of contract at £75 per domain plus any cost's charged by the registrar for the transfer of domain. All outstanding invoices are required to be paid before transfer of domains.

## 6. Company's Liability

6.1 In no circumstances whatsoever will the company be liable for economic, indirect or consequential loss arising from delays or service interruptions that may occur from time to time for any reason.

6.2 The company will take reasonable commercial precautions against viruses etc but do not accept responsibility for any loss occasioned by computer viruses, whether introduced by the Company' software, server services ors otherwise via the Company's or Client's equipment.

6.3 To protect your privacy the Company will not distribute any client's details to any third party

6.4 The company reserves the right to remove material deemed inappropriate from your web pages, without prior notice. Techno Data Solutions Limited do not allow Adult, Warez, Illegal MP3 websites or other material considered inappropriate on their servers

6.5 The company accept no liability for any loss or damage howsoever caused by the use, misuse, unavailability or removal of services, but will take reasonable steps to ensure continuity of the same.

6.6 Whilst the company shall expeditiously seek domain registration, the company shall not be liable in the event of the domain having been registered by some other person by the time the company seeks registration in which event a full refund will be paid to the client without any other liability on the part of the company for loss by the client

- 6.7 For clients using our Email Anti-Virus Scanning Service - New viruses and exploits are created daily and no virus protection system could ever be 100% effective. Techno Data Solutions Limited shall not be responsible for any damage, loss of revenue or other repercussions of a malicious email passing through this system.
- 6.8 The Company will arrange regular back up of client's data and will take reasonable steps to ensure that data can be restored in the event of a hardware or software fault but the Company do not warrant that such restored data will be complete up to the moment of such failure. There may be some loss of data between the time of the latest backup and that of the failure occurring.

## 7. Client's Liability

- 7.1 It is the client' responsibility to carry out computer virus precautions on theirs in-house systems.
- 7.2 Data stored on our servers is backed up. It is the responsibility of the client to keep independent backup files of important data. We the company cannot be held responsible for any loss incurred from the client' inability to backup any files.
- 7.3 Clients may have commercial use of web and ftp space. This privilege must not be abused. If the company believes that this or any other facilities have been abused by the client, this will result in an immediate termination of their account
- 7.4 Clients will be responsible for the content of their page/s including obtaining the legal permission for any works they include and ensuring that the contents of their page/s do not violate UK or any other laws that are applicable
- 7.5 The clients will be responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via their page/s
- 7.6 Clients shall indemnify the Company personnel whilst working at the client's premises or whilst working in or at a property under the instructions of the client thereof in respect to requirements of the Safety at Work legislation in force at the time.

## 8. Password Security

- 8.1 The client will be given a login account, which is for personal use only. Clients must not divulge the password to any other people
- 8.2 The client shall taken reasonable precautions to ensure that it is not discovered by other people
- 8.3 The company reserves the right to change the password in the event of any suspected security breach

9. Improper Use

- 9.1 The Company' service may only be used for lawful purposes by the client's
- 9.2 The Company do not allow adult, warez, illegal MP3 sites or IRC Bots.
- 9.3 Clients may not run server processes, such as talkers or IRC Bots from their login account .
- 9.4 Clients must not participate in any form of unsolicited bulk e-mailing or spam.
- 9.5 Any breach of the above provisions will result in an immediate withdraw of service provided by the company
- 9.6 This contract shall be regulated by the Laws applicable to Scotland for all work done in Scotland and the Laws applicable to England for all work done in England. Contracts entered into with clients outwith the UK shall be regulated by the Laws applicable to Scotland.

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