

# Terms and conditions

Please read these Terms and Conditions carefully as they will form a contract between us and you; your acceptance of which is agreed from the moment you sign our Website Agreement, Hosting Agreement or Supports Agreement.

We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us.

## **Terminology:**

You - ('the Client')

Us – (First class Web Design, and hereinafter referred to as 'the Company')

The Project – the body or work that is being undertaken, normally consisting of several connected parts, such as consultation, graphic design, website development and/or hosting.

- i. Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project - including text and images information.
- ii. Provide the Company with text and images in the format as stated below (see photographs and images)
- iii. Review the Company's work, provide feedback, and sign-off approval in timely manner.
- iv. Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as 'confidential' in the subject of the email, or clearly on any written documents.
- v. Provide a minimum of one week notice in writing, or by email should you wish to cancel any contract.

## **The Company agrees to:**

- i. Carry out services in a professional and timely manner.
- ii. Make every effort to adhere to any deadlines agreed between us and you.
- iii. Contact you before the end of the first 12 month period, to discuss the various options open to you for continuing website maintenance and support and/or hosting.

## **Website Development:**

- i. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, the Company cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.
- ii. The Company cannot guarantee compatibility in old or redundant browser software.

## **Hosting :**

- i. Hosting is an annual charge which must be paid in advance for the whole year. Except if the client is under one of our Maintenance packages.
- ii. It is the client's responsibility to renew the hosting in time ie. Before the expiry date. Failure to renew in time can lead to loss of files, data, emails, backups etc. All unpaid hosting are disabled or deleted from the server.
- iii. All renewals must be paid by seven working days prior to the expiry date. Synapse will not be responsible for issues relating to delayed payment.
- iv. Hosting are on shared and non-shared servers hosted via third party providers. Synapse Worldwide ensures best to our ability that our systems and server are protected from hackers, viruses, intruders and other online and offline problems, however we will not be held liable for any disruption of services if such situation arises.
- v. Client is solely responsible for the content stored on and served by the hosting service purchased and the activity of any scripts or email services created under the hosting service. The Customer must maintain the security of all account passwords and applications or scripts and ensure all scripts under the hosting service are free from malicious content that may harm any part of the Server, other client accounts hosted, or the external systems of visitors viewing the hosted content.
- vi. In case of a malware attack, Synapse reserves the right to delete files on the hosting service without giving any prior notice.

## **Domains :**

All domain registrations and renewals are to be paid in advance.

Expiration of a domain can result in service disruption and loss of domain.

Synapse Worldwide will not be responsible if a domain expires due to non-payment / late payment of the charges. All payments must be made by seven working days before the expiry date.

It is client's responsibility to renew their domain names with us.

All invoices and dues must be paid in full before we release the requested domain name.

Synapse Worldwide has the domains in a common pool account and therefore cannot give access to its domain control panel.

Synapse offer packages in co-ordination with third party providers. Changes to the third party provider's rules and policies may ultimately effect the services we provide or the terms and conditions herein.

**Cancellation/Termination:**

Hosting Cancellation requests must be sent in writing or by email one month prior to the expiry of the same. Once the hosting has been renewed, it cannot be cancelled and must be paid for the full year.

- i. If the hosting is not paid and renewed before the expiry date. We reserve the right to disable the hosting and all associated services including emails and dns records. Additional charges will be applicable to re-enable the hosting. Synapse will not be responsible for any loss of data, files, emails, backups, restoration costs etc.
- ii. If a hosting has been cancelled / disabled then all files, emails, databases and backups will be deleted from the server without any notification to the client.
- iii. Once all invoices are paid, it is client's responsibility to request for the files subject to the below:
- iv. – Synapse CMS is a proprietary CMS of Synapse Worldwide. Synapse owns copyrights of all codes written for any client, unless arrangements are made prior to start of the project. Synapse warrants a license to use any custom built software for the client, for their use only. This license is granted while paying for the hosting. Synapse CMS cannot be transferred to any external host; this includes any access to the software codes. FTP and Control panel access is not provided if the website is using Synapse CMS.
- v. – Synapse CMS is a proprietary CMS of Synapse Worldwide and cannot be transferred to any external host.

**Emails:**

All emails are to be downloaded on the client's computer periodically. Email boxes must be kept

within their quota limits. Periodical maintenance may be carried out on the email box and emails older than 6 months are deleted.

- i. Client's must not use the email hosting for inappropriate content and other undesired emails which can result in spamming or infecting the server. Under such circumstances, immediate action will be taken and the required files and data will be deleted without any prior notice.
- ii. Synapse offer packages in co-ordination with third party providers. Changes to the third party provider's rules and policies may ultimately effect the services we provide or the terms and conditions herein.
- iii. Hosting are on shared and non-shared servers hosted via third party providers. Synapse Worldwide ensures best to our ability that our systems and servers are protected from hackers, viruses, intruders and other online and offline problems, however we will not be held liable for any disruption of services if such situation arises.