

Orange Dog Limited

Website Design and Hosting Package Terms

1. These terms apply where you (the Customer) purchase a website design and hosting package from us (Orange Dog Limited).

Scope of services

2. We will provide the services as detailed in the particular package you select which may include:
 - a. reserving a website address for you;
 - b. designing and developing a website for you;
 - c. search engine optimization;
 - d. actively hosting and managing your website; and
 - e. providing email hosting for you.
3. We will offer you the opportunity to input into aspects of the design of the website (including the colour scheme and layout) and will ask you to provide us with your images, logos and branding for uploading onto the website. Unless, otherwise agreed the website will be created using our standard templates.
4. Where you require additional services outside of our standard packages the cost of these will be charged to you at our hourly rates.

Your promises to us

5. You promise:
 - a. to use your website and email service for legitimate business purposes only and not engage in any conduct which is illegal, offensive, obscene, abusive, deceptive, harmful, defamatory or in breach of our terms or the terms of any third-party supplier we use in relation to the services and systems.
 - b. to take all reasonable steps to ensure that any files you upload to our services or systems do not contain any virus or harmful code.
 - c. to not to use our services or systems to engage in any spamming, phishing or the collection, upload or disclosure of credit card information otherwise than for legitimate business purposes and then only in accordance with the relevant industry standards relating to payment card data security;
 - d. to regularly backup your data and that we will not be liable for any data that is lost for any reason.
 - e. to keep any user names and password we provide you with secret and require your staff to do the same'
 - f. to not attempt to copy, download, reproduce, reverse engineer, migrate, compile, decompile or create any derivative work of any website we create for you or any other work we create for you arising from the services we provide you under these terms whether directly or indirectly or through any person;

- g. that you are the owner of all intellectual property that you provide us and that it does not infringe any other persons intellectual property rights;
- h. that you have obtained all necessary permissions where you provide us with an image which includes any person in it;
- i. to pay us the full amount of our invoice when due without any deduction or set off. If you are a Capricorn member paying through the Capricorn Scheme you agree that we may request that Capricorn pay our invoices from your Capricorn account.

Our promises to you

- 6. Subject to the acknowledgements at clauses 7 and 8 we promise to:
 - a. deliver the services to you as advertised or otherwise agreed with you;
 - b. use our commercially reasonable efforts to:
 - i. ensure our services are performed in a professional and workmanlike manner commensurate with industry practice; and
 - ii. maintain our services and systems free from all viruses and harmful code.

Acknowledgements

- 7. You acknowledge and agree that:
 - a. you are responsible for the actions of your employees, contractors and agents in relation to the use of our services and systems;
 - b. we may introduce you to third party service providers in connection with our services and you will be responsible to comply with their terms and unless otherwise agreed pay all third party fees;
 - c. we may change or update our pricing, packages, services, systems and offerings from time to time. The most current version of our pricing, packages, services, systems or offerings are those published on our website
 - d. we may impose reasonable restrictions on our services and systems including in relation to network traffic, bandwidth, number of subscribers or user accounts, download time, upload time and the size, length, quality, format of material that can be used in conjunction with our services;
 - e. despite our efforts to maintain a continuous and secure hosting service from time to time:
 - i. service interruptions may occur as a result of systems outages and issues with our systems or third party supplied services incorporated into our systems;
 - ii. viruses and harmful code may affect our services; and
 - iii. your data may be lost.

Where this occurs we will use our commercially reasonable efforts to rectify the service interruption or remove the virus and harmful code from our systems or restore any lost data to our systems as soon as possible;

- f. you are responsible for delivering all services offered on your website and ensuring that the information on the website is correct and up to date;
 - g. nothing in this agreement is intended to create an employment, agency, joint venture relationship;
 - h. you are solely responsible for meeting all of your own legal obligations, ensuring your website complies with all applicable laws, collecting all amounts due from your customers and paying your own taxes.
8. You agree that we will not in any way be liable to you as a result of any matters specified in clause 7.

Intellectual Property

9. We own and will continue to own all rights, title and interests in all intellectual property we create or provide you as part of our services. Nothing in these terms grants you any ownership of our intellectual property including, without limitation, copyright in all code, application or features developed by us or used in your website.
10. We hereby grant you a revocable non-exclusive licence to use our intellectual property while you are hosting your website with us.

Transfer of hosting

11. Where you request a transfer of your website to another web hosting company we will provide reasonable assistance to you provided that you agree to meet our reasonable costs in respect of the migration of your website, email account and any other service that requires migration.
12. When migrating your website you will receive the base website but it will not include the right to continue to use any of our intellectual property and all licences with respect to that intellectual property will be immediately terminated. This may mean that certain features of your website which include our intellectual property will not be transferred to your new hosting company and will not be available to you when you cease to use our hosting services.

Breach of terms

13. Where you or your employees, contractors or agents breach these terms we reserve the right to suspend or terminate this agreement and remove your website and email from our hosting services without notice. Where we suspend or terminate this agreement you will continue to be liable for all fees and other amounts payable up until the time of suspension or termination.
14. You agree to indemnify us against all liability and meet all costs incurred by us (including, without limitation, as between solicitor and client) arising from or in connection with any breach of these terms by you.

Our liability

15. To the maximum extent permitted by law, we exclude all liability for any losses you suffer howsoever arising in relation to these terms and the provision of our services to you. For the avoidance of doubt, this exclusion of liability applies no matter how the liability arises (i.e.

whether in contract, tort, negligence or otherwise) and excludes all types of loss (including, without limitation, consequential, economic or indirect loss or damage).

- 16.** Notwithstanding clause 15, our liability will at all times be limited to the amount of all fees actually paid by you to us in the last twelve months.