

NISCO HOLDINGS S.L
Terms & Conditions (Web Sites)

1. We reserve the right to charge a deposit upon commission.
2. A cancellation fee may become payable if you withdraw from the commission or put the site 'on hold' after work has been commenced. This fee will be commensurate with the amount of work undertaken to date.
3. After commissioning us, should you not be able to supply us with any content or images for any reason within one month of our commencing work on your behalf (including sample pages) we reserve the right to receive the balance due in full.
4. Any estimates or quotations will apply to your initial description of the work required and the provisions of our standard service offering, any additions to this will be charged for accordingly.
5. All content supplied by the client will be assumed copyright free. We cannot accept responsibility for any copyright issues arising from improper use of copyrighted images or content.
6. We reserve the right to credit ourselves for the design of any site with appropriate links back to ourselves.

General Terms

The following terms of business apply to any or all of the services provide by us to you including domain name registration, web site hosting, email services, web and graphic design (together "Services" and individually "Service").

- "Server" means the computer server equipment (including secure servers) operated by us or our providers in connection with the provision of the Services.
- "Web Site" means the area on the Server allocated by us/our providers to you for use by you as a site on the Internet.

These terms and conditions are subject to change from time to time without notice and the latest version can be requested at any time.

DOMAIN NAME REGISTRATION

1. We do not warrant or guarantee that the domain name applied for will be registered or is capable of being registered by you. Accordingly, you should take no action in respect of your requested domain name(s) until you have been notified by us that your requested domain name has been fully registered – this includes the development of signs, advertising or other marketing materials.
2. The registration of the domain name and its ongoing use is subject to the relevant naming authority's terms and conditions of use and you are responsible for ensuring that you are aware of those terms and conditions and can and do comply with them. You irrevocably waive any claims you may have against us in respect of the decision of a naming authority to refuse to register a domain name and, without limitation agree that the administration charge paid by you to us shall be non-refundable in any event. This does not affect your statutory rights as a consumer.
3. We accept no responsibility in respect of the use of a domain name by you and any dispute between you and any other individual or organisation regarding a domain name must be resolved between the parties concerned

and we will take no part in any such dispute. We reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority. This does not affect your statutory rights as a consumer.

4. Once you enter a contract with us to purchase a domain name, we will charge your card/invoice you, immediately. You must not under any circumstances order the same domain from another registrar before or after entering into a contract with us, as this will cause us unwarranted administration problems & costs, and we will not be able to issue a refund under any circumstances, whether we manage to obtain the domain first or whether the other registrar obtains it for you.
5. We will not be held liable for any losses (directly or indirectly) caused by non re-registration of domains for whatever reason. The re-registration of domains are solely the client's responsibility. However, we will attempt to contact the owner of the domain in advance in order to give the option to renew the registration of the domain through us.
6. We cannot transfer a domain out for the first 3 months of registration due to limitations imposed on us by the Internet organisation responsible for the ultimate administration of domain names. Transfer out charges may apply depending on the domain name extension.
7. In all cases, when a domain name is to be transferred to an alternative registrar we make an administration charge of €39. We make no exceptions for any top level domain name extensions and the charge of €39 is made in all cases where we need to unlock a domain name and request a transfer authorisation
8. Alternatively, we are able to point the domain name to an alternative network for an annual charge of €29. .

WEB SITE HOSTING / EMAIL

1. We specifically exclude any warranty as to the accuracy or quality of information received by any person via the Server and in no event will we be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server. This does not affect your statutory rights as a consumer.
2. You warrant to us that you will only use your assigned Web Site for lawful purposes. In particular, you further warrant and undertake to us that:
 - a. you will not, nor will you authorise or permit any other party to, use the Server in violation of any law or regulation, or violation of any of our Terms and Conditions.
 - b. you will not knowingly or recklessly post, link to or transmit:
 - i) any material that is unlawful, threatening, abusive, harmful, malicious, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way; or
 - ii) any material containing a virus or other hostile computer program;
 - iii) you will not post, link to or transmit any material that shall constitute or encourage a criminal offence, give rise to civil

liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction; and the Terms and Conditions contained here.

- iv) you will conform to the standards made available by us from time to time and will not yourself, and will ensure that none of your end users, make excessive or wasteful use of the Server to our detriment or that of our other customers.
 - v) you or your end users will not send any bulk unsolicited email or chain letters.
3. You are responsible for sending mail in accordance with any relevant legislation (including data protection legislation) and for sending the same in a secure manner. We will take all reasonable steps to ensure accurate and prompt routing of messages but we will not accept any liability for non-receipt or misquoting or any other failure of email.
 4. You warrant, undertake and agree that you will keep secure any identification, password and other confidential information relating to your account and you will notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information.
 5. Whilst we shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers.
 6. If your web site is causing disruption to the other users on the server we reserve the right to remove or suspend the site as we see fit and terminate the agreement forthwith.
 7. Bandwidth shall be limited to 2GB of data transfer per month per hosting account (unless otherwise agreed by us in writing). Additional bandwidth may be purchased in blocks of 2Gb at the current rate.
 8. We are not responsible for the backup of any files on our servers. Should data be erased due to hardware failure or any other reason, we will not be responsible for any resulting financial loss whatsoever. We will, however, endeavour to ensure that we have taken all reasonable and commercially appropriate steps to protect data.
 9. Our web space and server rental is priced as a non-refundable service and cannot be terminated by the customer for the pre-paid period.
 10. On termination of a hosting agreement (whether terminated by us or the customer) we will charge €69 to supply a copy of the web site on a CD to be posted to the client within 28 days of such termination taking place. The data files will include all static content but will NOT include source code linked to our Common Code Platform – the company taking over the site will be responsible for provisioning a new code framework and/or SQL Server database and the customer will be liable for any and all charges made by the company taking over the site.
 11. On termination of a hosting agreement (whether terminated by us or the customer) we will charge €49 to supply a copy of the data we hold in our SQL Server Database on a CD to be posted to the client within 28 days of such termination taking place. The data will be in the form of a SQL Server Query

Script in SQL Server 2008 format which can be used by a company taking over the site to rebuild the data to integrate with any new code they write. The data will be all of the information held in our SQL Server Common Code Database entered by the customer into our systems via the Control Panel. The customer will be liable for any and all charges made by the company taking over the site and NISCO will not supply technical support as the scripts will comply with industry standards.

12. On termination of a hosting agreement (whether terminated by us or the customer) we will supply a copy of the web server logs for the entire period of hosting free of charge in a ZIP format by email on request.
13. As soon as we are aware that a web site hosting agreement is not going to be renewed or if a renewal payment for either domain name(s) or hosting we reserve the right to immediately suspend the web site and/or email services without further notification to the customer.
14. On termination of a hosting agreement we will charge the client for any and all technical support rendered to other companies in dealing with the transfer. We do not provide ANY technical support to third parties free of charge and the customer will be liable for any charges incurred as a result of such support being requested.
15. We have the right to terminate our services without giving a refund and without prior notice under the following conditions;
 - if the customer is consuming our time dealing with unwarranted complaints or legal matters or if the customer is endangering our system or overloading the network.
 - The server is being used for activities we deem inappropriate.
 - The server is being used for criminal activities.
 - The unauthorised use of IP numbers, flooding, sniffing, netmasks, gateways, etc.

GENERAL TERMS AND CONDITIONS SERVICE AVAILABILITY

We shall use reasonable endeavours to provide continuing availability of the Server and the Services but we shall not, in any event, be liable for Service interruptions or down time of the Server

WEB SITE DESIGN

1. We will design and upload your web pages as soon as possible to give the search engines something to index.
2. We will keep you informed during the design process.
3. We will design your site based on the instructions and material you supply within the limits of the services offering you are purchasing. Once the initial design is complete and approved, any changes will be chargeable.
4. It is understood that all material supplied to us in copyright free or owned by you. We cannot be held liable for any legal action taken against you concerning any content on your site.
5. By commissioning us to design your site you are agreeing to provide us with sufficient information in a reasonable timescale. If you fail to provide this information once work has been started we reserve the right to make

additional charges for our time. Information includes textual content and photographs together with any other information that may be needed by us in order to either begin or complete your site.

6. If, once work has been started on the site, you subsequently decide not to complete the site design for any reason, you will be charged for time taken up to the point of your withdrawal. This charge will also apply if your business ceases trading during the design stages.

WEB SITE MAINTENANCE

1. Once your site is complete and has been approved we reserve the right to charge for subsequent amendments and alterations. This charge will be at our discretion and commensurate with the amount of work involved but will be advised prior to any amendments being carried out.
2. Additional sections or pages that are required after the initial design has been approved or in addition to the amount specified at the time of order will be chargeable.

CUSTOM ADMINISTRATION AREAS AND SERVER TECHNOLOGIES

1. Where you have been provided with a custom administration area this is provided on a minimum term of 12 months unless alternative terms (longer or shorter) have been previously been advised by us in writing.
2. Custom administration areas are provided on a rental basis, should you decide to move to another provider of services any files relating to custom administration areas developed by us will not be released.
3. You will keep secure any identification, password and other confidential information relating to your administration area and you will notify us immediately of any known or suspected unauthorised use of your administration area, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your user name/password information.
4. You understand that some features of sites built by us and hosted on our server may rely on technologies present on our network (for example, shared photograph galleries, link lists, guest books, events calendars, menu generation systems, BlackBerry email support, email systems, mobile phone compatibility, SMS text messaging etc.). Should you decide to move your web site to another provider it is your responsibility to ensure that they can support all of the features. We will not release proprietary code modules or database source code under any circumstances.
5. When a customer is making use of a Secure Server Certificate you should note that we register these based on the IP address(es) used on our network. If a site uses SSL it will be necessary for the customer to purchase a new certificate for use on their new providers network if a site is moved.

GRAPHIC / LOGO DESIGN

Where we provide you with graphic or logo design services any samples we send to you either on disc, via email or by posting on an HTML page may not be used until paid for in full (see Samples below). We reserve the right to contract out graphic and logo design to third party suppliers and you will then be subject to

any additional terms and conditions imposed by them regarding samples and/or payment terms and/or usage restrictions.

SEARCH ENGINE SUBMISSION

1. For web design clients we will register your site as soon as the site contains sufficient information to do so. We will register your site manually to the major search engines (for example, Google! and DMOZ) and will use an automated process for the lesser search engines.
2. We cannot guarantee the position of any web site with any search engine, or that a site will be held for any period of time by a search engine.
3. If you instruct us to construct a Flash or graphically intensive site with little or no HTML text it is understood that search engine placement may be low.
4. Only web design clients and search engine promotion clients will receive this service, all other services (e.g. hosting and domain name registration) do not receive search engine submission or promotion services unless commissioned separately.

WEB SITE OWNERSHIP

1. Intellectual property rights relating to source code and server technologies remain with us at all times.
2. There are no penalties for moving the site to another provider or web Design Company provided all outstanding payments have been made in full. We cannot release any files to you or any new provider until all invoices or outstanding payments have been made (including any domain transfer fees, administration fees, and media fees) .
3. We reserve the right to hold back any original graphic files (e.g. Photoshop, Illustrator, Corel Draw, Classic ASP Scripts, .NET Framework Applications, SQL Server 2008 Scripts and Stored Procedures etc), LINQ DBML designers etc. We also reserve the right to hold back any custom scripts we have written for you.

SAMPLES

Where we provide you with samples to view (including web site layout samples and graphic/logo design) you may not under any circumstances use these in any form prior to the invoice being paid in full unless with our written permission to do so. Legal action will be taken against any person(s) found using any of our sample works without permission or if they have not been paid for in full. Please note that all graphic samples provided are digitally watermarked.

SENSITIVE INFORMATION

1. If your site collects sensitive information such as debit/credit card details or other personal information and was designed by us we will implement security measures to protect this information. We cannot be held responsible however for any action taken against you as a result of the disclosure or loss of this information in any way. It is your responsibility to ensure that debit/credit card details and other personal information are deleted from the secure server regularly to minimise any risks.

2. It is your responsibility to comply with the requirements of your bankers with regards to the acceptance of online credit card payments.
3. Where we have not designed your web site or any areas within it that accept sensitive information, or we supply hosting only services, it is wholly your responsibility to make sure that any sensitive information is protected.
4. It is your responsibility to make sure that you comply with any requirements of any relevant Data Protection legislation and to register with the relevant authorities where appropriate. Our server network is hosted in the UK and therefore all clients should be registered with the Information Commissioners Office if necessary; we are not able to provide any advice on this aspect of the operations of your business and strongly suggest that you seek advice from a qualified professional specialising in Data Protection and Safe Harbour Legislation.

TELEPHONE SUPPORT

Telephone support is provided free of charge concerning issues relating directly to the services we provide to you or you have purchased from us. Where telephone support enquiries from you relate to other matters or are requests for advice we reserve the right to charge for our time in discussing these matters. Note that standard telephone charges will be applied by your communications provider.

INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS

You are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations in respect of the Services, including without limitation, clearance and/or consents in respect of your proposed domain name and merchant services agreements between you and the relevant banks in respect of your operation of an Online Store.

INDEMNITY

You agree to indemnify and keep indemnified and hold us on demand harmless from and against any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Server, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by us in consequence of your breach or non-observance of these terms of business. This does not affect your statutory rights as a consumer.

TERMINATION

1. We may terminate this agreement forthwith if you fail to pay any sums due to us as they fall due.
2. We may terminate this agreement upon written notice if you breach any of these terms and conditions and you fail to correct the breach within seven (7) days following written notice from us specifying the breach, or if you are a company you go into insolvent liquidation, or if you are a person you are declared bankrupt.
3. On termination of the agreement we shall be entitled immediately to block your Web Site and we will hold all data for a period of seven (7) days and allow you to purchase media containing the data for postage, failing which we shall be entitled to delete all such data immediately. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit, including redirecting any domain name to any other web site

until such time as the domain name is either repointed to a different network, transferred to another registrar, or expires.

4. We may terminate or suspend any web site which is deemed to be causing a disruptive service to our clients as a whole.

PAYMENT

1. All charges payable by you to us for the Services shall be in accordance with the relevant scale of charges and rates published from time to time by us on our web site or for bespoke services according to the estimate / quotation supplied by us to you, and in the manner for the time being prescribed by law and shall be due as indicated on the invoice and under no circumstances payable later than seven (7) days of receipt of our invoice unless we have advised you of alternative payment terms in writing.
2. We reserve the right to specify a payment method and make an additional charge if you are unable to use our preferred method or to reimburse us for additional charges incurred by us due to such a failure on your part.
3. We operate several businesses in a number of territories and we may invoice you through a different part of our organisation as the needs of our business dictates or to take mutual advantage of exchange rate or tax rate movements. For example, if you do business in Spain we may invoice you through a UK company or our business in Lanzarote. We will make this determination at the point at which an invoice is raised and you agree to make the payments for services irrespective of which trading name is used.
4. The provision by us of the Services is contingent upon our having received payment in full from you in respect of the relevant Services. Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, we reserve the right, forthwith and at our sole discretion, to suspend or terminate the provision of Services to you.

LIMITATION OF LIABILITY

1. We hereby exclude all conditions, terms, representations (other than fraudulent representations) and warranties relating to the Services supplied under this agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose.
2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
3. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim and provided that you notify us of any such claim within one year of it arising.
4. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

NOTICES

Any notice to be given by either party to the other may be sent by either email, or recorded delivery to the address of the other party as appearing in this agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was

sent or if sent by post shall be deemed to be served seven days following the date of posting.

LAW

These terms and conditions shall be governed by and construed in accordance with Spanish law and you hereby submit to the non-exclusive jurisdiction of the Spanish Courts.

ENTIRE AGREEMENT

These terms and conditions together with any document expressly referred to in them, contain the entire agreement between us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us in relation to such matters.

COMPLAINTS / REFUNDS

If you have any complaints, or have a dispute, we will act swiftly to resolve them. If you feel you are entitled to a refund on any of our services, we will act swiftly to resolve the matter.

Domain Names cannot be refunded under any circumstances.