## Contents

General Terms & Conditions .......................................................................................................................... 4

Definitions: .......................................................................................................................................................... 4

Orders, Support and Payment .......................................................................................................................... 4

Orders ...................................................................................................................................................................... 4

Websites and Software / Software Development ................................................................................................. 4

Software Subscription orders placed via website .................................................................................................. 4

Timescales (applicable to Websites and Software / Software Development / Bespoke Work) ......................... 4

Order Cancellation .................................................................................................................................................. 5

Websites and Software / Software Development .................................................................................................. 5

Software Subscription ........................................................................................................................................... 5

Support .................................................................................................................................................................... 5

Software Subscriptions .......................................................................................................................................... 5

Other work ................................................................................................................................................................... 5

Payment of Accounts ............................................................................................................................................. 5

Websites / Bespoke software development ......................................................................................................... 5

Deposit ...................................................................................................................................................................... 5

Account settlement ............................................................................................................................................... 5

Software Subscriptions ........................................................................................................................................... 6

Software License and Ownership ......................................................................................................................... 6

Software Trials ........................................................................................................................................................ 6

Customer Data ......................................................................................................................................................... 6

Website Projects ..................................................................................................................................................... 8

Design ...................................................................................................................................................................... 8

E-Commerce and Content Management ................................................................................................................ 8

Database, Application and E-Commerce Development ............................................................................................ 9

Compatibility ............................................................................................................................................................ 9
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website Hosting</td>
<td>9</td>
</tr>
<tr>
<td>Website Optimisation</td>
<td>9</td>
</tr>
<tr>
<td>Design</td>
<td>10</td>
</tr>
<tr>
<td>Support</td>
<td>10</td>
</tr>
<tr>
<td>Hosting</td>
<td>11</td>
</tr>
<tr>
<td>General</td>
<td>11</td>
</tr>
<tr>
<td>Domain Names</td>
<td>11</td>
</tr>
<tr>
<td>Misuse / SPAM / Chat Rooms / Scripts and General Account Use.</td>
<td>11</td>
</tr>
<tr>
<td>Backups</td>
<td>12</td>
</tr>
<tr>
<td>Resource Use</td>
<td>12</td>
</tr>
<tr>
<td>Client Responsibility regarding Contact details and Private Data</td>
<td>12</td>
</tr>
<tr>
<td>Breach of Terms and Conditions</td>
<td>12</td>
</tr>
<tr>
<td>Limitation of Liability</td>
<td>12</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>13</td>
</tr>
<tr>
<td>Design Credit</td>
<td>13</td>
</tr>
<tr>
<td>Your Privacy</td>
<td>13</td>
</tr>
<tr>
<td>Notice of Change to Terms and Conditions</td>
<td>13</td>
</tr>
<tr>
<td>Complaints Procedure</td>
<td>13</td>
</tr>
<tr>
<td>Informal procedure</td>
<td>13</td>
</tr>
<tr>
<td>Formal complaints procedure</td>
<td>13</td>
</tr>
</tbody>
</table>
General Terms & Conditions

Definitions:

The Client: The company or individual requesting the services of Axisware.

Axisware: Primary designer/site owner & employees or affiliates.

Work: Any design, web sites, software applications or tools, software development required to fix issues or add features.

Orders, Support and Payment

Orders

Axisware will carry out work only for clients who are 18 years of age or above. Axisware will carry out work only where an order is provided either by email, mail or fax. An 'order' is deemed to be a written contract between Axisware and the client; this includes email, mail or fax agreements.

No order will be accepted verbally, any verbal orders must be confirmed via email, mail or fax.

Websites and Software / Software Development

For website and software / software development, a deposit and signed agreement is required for any orders placed with Axisware unless otherwise agreed.

Upon completion of work, Axisware will require sign off by the client by an agreed date. Axisware reserve the right to charge for unspecified work carried out after the placement of an order / after sign off.

Software Subscription orders placed via website

By ordering a software subscription online via our websites, this is considered to be a contract between Axisware and the client.

By placing an order with Axisware, you are stating you have read, understood and agree to the terms and conditions detailed here.

Timescales (applicable to Websites and Software / Software Development / Bespoke Work)

Axisware will provide a guide and / or project plan detailing how long we will take to complete the required work as specified by the customer. Axisware will not usually undertake work without a full and agreed specification. Where specific timescales are required by the customer, Axisware will endeavour to make every effort to meet the dates. If we require information from the client and / or third party we may require this before commencing work and will advise if this is the case. Any delays in provision of information will likely result in extended timescales.

In the event of any unforeseen delays that affect ability to meet any quoted or required dates being unable to meet these dates, Axisware will accept no liability.
Order Cancellation

Websites and Software / Software Development
You have the right to cancel the order at any stage and Axisware will cease work upon notification. Where applicable, we will refund any monies already paid except as detailed as exceptions below. We reserve the right to charge for any costs incurred by Axisware.

Exceptions: Upfront / Deposit payments. See Payment of Accounts for more information.

Software Subscription
You can cancel your subscription at any time. See Payment of Accounts for more information.

Support

Software Subscriptions
For software applications on a monthly fee, support is limited to email and is included in your monthly fee. Telephone assistance may be provided at Axisware’s discretion and is limited to 30 days from the purchase date.

Other work
Unless otherwise stated, Axisware will provide support for 30 days from the date of installation. It is the clients responsibility to ensure that within this time, the software / web site meets the requirements and works as intended. During this period, Axisware will endeavour to fix any bugs in the software, but will not make any major changes that were not agreed in the initial specification.

Where applicable, if you take out a support contract, this will commence after the 30 day period has ended.

Where applicable, if you do not take out a support contract, after the 30 day period has ended, we reserve the right to make a charge for any subsequent work carried out.

Where a support contract is not in place and the client is found to be at fault regarding any support issue, we reserve the right to make a charge for any work carried out.

Payment of Accounts

Websites / Bespoke software development

Deposit
Unless otherwise stated, upon placement of order, Axisware requires an upfront payment / deposit of 30% of the total value of the order. A 7 day cooling off period applies to this deposit payment and Axisware will refund this payment if you change your mind within 7 days from payment receipt. We reserve the right to make an additional charge for any costs incurred by Axisware during this period. After 7 days the deposit is non refundable / non transferable.

Balance
Any balance is due upon installation of software unless otherwise agreed with Axisware

Account settlement
We will contact clients via letter / email or telephone to remind them of overdue payments.

Axisware’s Ltd policy is that any outstanding accounts for work carried out by Axisware or its affiliates are required to be paid in full, no later than 7 days from the date of the overdue reminder sent, unless by prior arrangement with Axisware.
If accounts are not settled or Axisware have not been contacted regarding the delay, access to the related work may be denied, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj’s) being added to the clients credit rating.

For websites / hosting / cloud database, Axisware reserve the right to issue a reconnection charge in the event of late payments that incurred a service denial e.g. Hosting switched off.

If non-payment extends to 30 days, Axisware reserve the right to remove websites / hosting / cloud databases without further communication.

Axisware reserve the right claim interest at 8% (or the current rate if different) above the prevailing Bank of England base rate on any overdue invoices which remain unpaid beyond their due date as legislated in the Late Payment of Commercial Debts (Interest) Act 1998.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

**Software Subscriptions**

Cancellation of monthly payment will end the contract between the Client and Axisware, and the Client agrees to cease all use of the application immediately.

**Software License and Ownership**

Unless otherwise agreed, Axisware provide software for use on one site only and where stated, for a limited number of clients. This site license is non-transferable.

Unless otherwise agreed, the software is provided as an installation package.

For our standard software applications, Axisware is the copyright owner and the client is expressly forbidden to make any changes or modifications. The client agrees not to “reverse-engineer” or make illegal copies of the software.

Axisware reserves the right to embed a software security mechanism within the Software to monitor usage of the Software Program to verify your compliance with these Terms and Conditions.

Axisware reserves the right to disable the software in the event of non-payment. This may be a date enabled security mechanism which we will remove upon full payment.

Where the client is purchasing partial ownership, the client becomes the copyright owner upon full payment being received by Axisware.

Where the client is purchasing full ownership, the client becomes the copyright owner upon full payment being received by Axisware. We will release source code to the client upon full payment. Any support and maintenance of such software is transferred to the client upon full payment.

**Software Trials**

Unless otherwise agreed, any software installed prior to the client placing an order, is subject to a 30 day trial. A trial time limit may or may not be enforced within the software at Axisware’s discretion. Upon the trial end, if the client wishes to continue using the software an order must be placed.

**Customer Data**

If any software application either on a subscription or otherwise requires the use a database, then it is the Client’s responsibility to ensure they have adequate backups. Axisware do not have any obligation to retain data created during a software trial, in the event that the client does not place an order. In the event of order placement, we will endeavour to transfer any data created during a trial but there may be
circumstances where we cannot do this. E.g. Cloud database may have been set up on a free-trial Azure platform and may not be transferable to a live server.

Axisware are not responsible for any database servers local to the client (SQL Server etc.). Axisware may at their discretion provide advice and support.
The following section applies only to website design and is in addition to general terms and conditions already stated in this document:

**Website Projects**

**Design**

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Axisware cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Axisware until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Axisware remain the copyright of Axisware and may only be commercially reproduced or resold with the permission of Axisware.

Axisware cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to briefs provided will be carried out at the discretion of Axisware and where no charge is made by Axisware for such additions, Axisware accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Axisware all materials required to complete the site to the agreed standard and within the set deadline.

Axisware will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Axisware will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. E.g. any disputes regarding content/images that have been provided to us for inclusion on the site.

Axisware will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Axisware will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

**E-Commerce and Content Management**

Where we quote for website design and development, this is to provide a bespoke design and includes initial website content. i.e. For E-commerce this means product images and descriptions etc. We provide training for our E-commerce systems as part of the cost. For Content Managed Sites (WordPress / Joomla) this means any content for the main pages. Any blog posts / news items are your responsibility and we will provide training to ensure you have the knowledge to manage your own content.

If applicable, we can produce additional content not covered by the main pages. Content is charged at £25 per hour plus cost for images. We will quote upon request for any such work.

Where product feeds are required to generate site content, we will clearly provide any associated setup and maintenance costs on our quotation.

Where we quote for updates to an existing Jshop installation, additional cost may be incurred if the version of Jshop is not up to date.

Axisware will not be held liable for any content uploaded by the client that may be deemed offensive or illegal.
Database, Application and E-Commerce Development

Axisware cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by Axisware remain the copyright of Axisware and may only be commercially reproduced or resold with the permission of Axisware.

Where applications or sites are developed on servers not recommended by Axisware, the client is expected to provide or seek any information additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client’s responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Axisware before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Axisware will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

Axisware will endeavour to ensure that any developed/designe site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. Axisware can offer no guarantees of correct function with all browser software.

Website Hosting

Axisware can provide hosting or we can recommend other hosting companies to host websites. If you decide to source your own hosting or use one of recommended partners, no guarantees can be made as to the availability or interruption of this service by Axisware cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Axisware reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

Unless otherwise agreed, hosting costs are per annum and are non-refundable. Should you wish to terminate your hosting contract early and move to another host, we will invoice for any outstanding amount in full.

Website Optimisation

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you’ll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

We use 'white hat techniques' when optimizing websites and always aim to achieve a top ten ranking for your website within six months of undertaking the optimization process. Due to the work involved payment is generally required in advance and we are unable to offer a refund of any clients in relation to this type of work.

Axisware reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.
The following section applies only to bespoke software development and design and is in addition to general terms and conditions already stated in this document:-

Software Development

Design

Axisware cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by Axisware remain the copyright of Axisware and may only be commercially reproduced or resold with the permission of Axisware.

Bespoke applications written by Axisware shall remain in Axisware’s copyright ownership until all outstanding moneys have been cleared in full. At that time Axisware will transfer all copyrights to the commissioning person/company.

Where applications or sites are developed on servers not recommended by Axisware, the client is expected to provide or seek any information additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client’s responsibility to provide a suitable testing environment which is identical to the final production environment.

Beta versions of applications must not be distributed or placed in a commercial environment without written consent from Axisware Limited.

Support

The following clauses are in addition to Support clause previously detailed on page 5.

Any major changes without a support contract will be chargeable.

Exclusions to support: Axisware do not support the use of third party applications in conjunction with our software. This includes and ODBO / JDBC links / Access or Excel Spread sheets that link to any databases. We will only support SQL Server queries or Stored Procedures where we have supplied these as part of the software.
The following section apply only to hosting packages and is in addition to the general terms and conditions:-

Hosting

General

In order to host your website service with Axisware, the following must be strictly adhered to and any misuse will result in immediate termination of the website hosting contract without any refund being due to the client.

Unless otherwise agreed, hosting costs are per annum and are non-refundable. A termination period of 90 days is required before the renewal date.

Domain Names

Due to the importance of domain name renewals, Axisware operate an auto renew policy, all domain names held by Axisware on behalf of the customer require a period 90 termination notice before each renewal date should the name be no longer required.

Misuse / SPAM / Chat Rooms / Scripts and General Account Use.

Axisware do not allow the sending of unsolicited commercial email through our web servers promoting any web site, or via third party web servers promoting a web site hosted by us. We do allow the operation of mailing lists and these may be operated as long as individuals choose to subscribe to receive mailings via clear 'double opt in' methods and a strict removal procedure is published in all mailings. 'Safe lists' and other advertising related mailing lists may not be operated. Any complaints received are taken seriously and will be investigated.

Any chat room script not provided by Axisware through our hosting control panel will be disabled at our discretion.

Under no circumstances must our web servers be used for the hosting or communication of, reference to or linking to any of the following:

- nudity, pornography, anything of a sexual, lewd, or obscene nature;
- violations of any copyright or any other right of any third party;
- threatening, abusive, harassing, defamatory statements;
- promotion of illegal activities (hacking, cracking, etc.);
- information or software containing or about any kind of virus;
- hate speech or hate propaganda;
- the collection of personal information for illegal purposes;
- content deemed by us at our sole discretion to be harmful to us;

We do not allow the use of the following scripts on our web servers:

- UltimateBBS
- IkonBoard
- All versions of YABB forum
- Proxy scripts
- IRC scripts
- Anonymizer
- Chat rooms not included as standard
- phpShell and similar command execution scripts
- Webmail module of PHP-Nuke
- Form Mail
Axisware reserves the right to block IP addresses that fail to honour the Library's robots.txt files or submit requests at a rate that negatively impacts service delivery.

Backups

It is the client’s responsibility to back up their data and content. This can be done via control panel and / or ftp access. All clients are strongly advised to regularly download their own backups from their control panel.

Resource Use

All accounts are monitored for their use of server resources. It is the responsibility of the client to ensure that server resources are not seriously over utilised, and in the event that an account uses considerably large amounts of resources (Memory, CPU, etc.) the account may be disabled without notice.

It is the responsibility of the client to ensure account resources are not breached. In the event of breach, accounts may be automatically suspended with no warning.

Client Responsibility regarding Contact details and Private Data

The client is responsible for keeping their contact details up to date. Axisware do not accept responsibility for any failure to communicate with the client which may result in account termination. E.g. Out of date contact details prevent us from contacting the client.

The client is responsible to protect their own private or sensitive data. To safeguard from any breaches, suspected or otherwise, the client should alter any login details immediately.

Breach of Terms and Conditions

Axisware will, at our discretion, determine if a breach is serious and if so, we reserve the right to disable or delete any account immediately without prior contact with the client.

Limitation of Liability

We are not responsible for any claimed damages, which may result from our web servers going offline, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The client agrees to indemnify, defend and hold Axisware, its directors and employees harmless from any incidental, indirect, direct, special, exemplary, punitive or consequential damages whatsoever, for loss of business profits, business interruption, loss of business information, or any other monetary loss arising out of the use of or inability to use our services, or the provision of or failure to provide services.
Miscellaneous

Design Credit

Axisware assert the right to be credited and identified with the creation of the ‘work’ in all publicity materials, PR or publications.

Your Privacy

Please refer to our Privacy Policy at www.axisware.co.uk (link at bottom of every page)

Notice of Change to Terms and Conditions

We will keep these terms and conditions up to date and they will always be available at www.axisware.co.uk. We reserve the right to change them and add to them at any time and we recommend you check regularly to review any such changes.

If you have any questions concerning the above stated terms and conditions please contact us via our contact page at www.axisware.co.uk

(link at bottom of every page)

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by Axisware should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Axisware will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Axisware, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.