

## SECTION A - GENERAL TERMS & CONDITIONS

Debunc provides a wide range of Services. Some of the terms and conditions herein vary according to the Service specified in the Proposal. This Section A contains general clauses; additional clauses are specified according to the Services specified in the Proposal and are contained in Sections B-F.

### 1. INTERPRETATION

a. In these Terms and Conditions the following definitions apply:

- i. "Debunc" means Debunc Ltd or any of its subsidiaries or Partners providing Debunc related products and services;
- ii. "Partner" means an authorised partner of Debunc who provides solutions that include Debunc solutions, bound by a Partner agreement;
- iii. "Customer" means the individual or company to whom the invoice, agreement or proposal is addressed;
- iv. "Proposal" means the order form completed and signed by the Customer; this Proposal may refer to supporting documentation providing detail and scope for the project;
- v. "gUI-OPS" is the "Online Proposal System" owned by Debunc to show the Customer their Proposal that they will need to complete and sign online.
- vi. "Purchase Price" means the price for the Service as detailed in the Proposal;
- vii. "Service" means the goods or services specified in the Proposal;
- viii. "Software" means the software that is used to provide the Service;
- ix. "gUI" is the proprietary framework suite owned by Debunc used by both Debunc and the Customer to create content and manage web pages;
- x. "Alternative Platforms" means alternative content management systems and/or platforms which is one or more non-proprietary website "Content Management System(s)" that are not owned by Debunc;
- xi. "Subscription" means the weekly and/or monthly and/or annual charge specified in the Proposal for the ongoing provision of the software and support;
- xii. "Web Hosting" means the provision of a web service that responds to a browser's request for web content with the content requested. It also includes the provision of any file hosting service accessible through FTP. It does not include other services such as domain management, email hosting and Internet connectivity to/from the Customer's premises;

- xiii. “First Line Support” means initial analysis and fault logging;
  - xiv. “Support Time” means the time spent assisting the Customer with issues related to the Software outside the scope of the Proposal, or following project sign-off. It includes administration time related to the issue, including but not limited to the time taken to log and process details of support tickets which should be utilised in the first instance of any support required, alongside any telephone calls to further support queries;
  - xv. “Confidential Information” for each party the terms of this Agreement and all information and/or data belonging to or relating to that party, its associates, its or their businesses, activities, affairs, products, services, suppliers, customers or prospective customers disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by that party, its representatives or advisers, to the other party, its representatives or advisers whether before, on or after the date of this Agreement;
  - xvi. “Deliverable” means a set of goods or services that may be delivered at one time, for example: a design draft, a collection of printed items, a marketing plan document, a consultation meeting, a website project or other electronic content;
  - xvii. “Event” means a Service delivered on a particular date, for example: a Product Definition Workshop (PDW), a training course, a hospitality event, a speaker delivering a presentation, or a series of presentations;
  - xviii. “Business Day” means any day which is not a Saturday, Sunday or a bank or public holiday in England or any territories where our staff or representatives may work from as a home base;
- b. In these Terms & Conditions (except where the context otherwise requires):
- i. the clause headings are included for convenience only and shall not affect the interpretation of these Terms & Conditions;
  - ii. use of the singular includes the plural and visa versa;
  - iii. use of any gender includes the other genders;
  - iv. any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each whether or not having separate legal personality);
  - v. any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to:

- such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
  - any former legislation which re-enacts, consolidates or enacts in rewritten form.
- vi. any phrase introduced by the terms “including”, “include”, “in particular”, “such as” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. FORCE MAJEURE**

Debunc shall not be liable for any delay or failure in performance of its obligations under this agreement which is due to or results from any circumstances beyond its reasonable control. In any such event, Debunc shall be entitled to delay or cancel delivery of the Service.

## **3. LAW**

This agreement shall be governed and construed in all respects in accordance with the Law of England and shall be subject to the exclusive jurisdiction of an English Court of Law.

## **4. SEVERABILITY**

- a. If any term or provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or in conflict with the law, the validity or enforceability of the remainder of this agreement shall not be affected thereby.
- b. If any provision of this Agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

## **5. WAIVER**

No failure or delay by either party in exercising, wholly or partially, any of its rights with regard to any breach or default of this agreement by the other party shall constitute a waiver of such rights and no waiver of any such breach or default shall be deemed to constitute a waiver of any other rights or any subsequent or continuing breach of default.

## **6. ASSIGNMENT**

The Customer may not sub-licence, assign, transfer or otherwise dispose of its rights under this Agreement or any part of it without the written consent of Debunc.

## **7. NOTICES**

- a. Any notice or other communication pursuant to this Agreement must be in writing and signed by or on behalf of the party giving it and may be served by pre-paid first class post to the address of the relevant party as set out in this Agreement, by fax or subject to the provisions of clause 7(b) by email. All such notices or demands shall be deemed to have been received:
  - i. in the case of pre-paid first class post two Business Days after posting; and
  - ii. in the case of fax, at the time of transmission, provided that if receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice or demand shall be deemed to have been received at 9am on the next Business Day.
- b. A communication sent by email shall not be effective unless the addressee acknowledges receipt of such communication, such acknowledgement to take the form of a reply email to include the communication being acknowledged.

## 8. THE PROPOSAL

- a. Debunc shall provide a Proposal to the Customer for each project. The Proposal forms part of this agreement.
- b. The Customer assumes sole responsibility for ensuring that the Service described in the Proposal meets its requirements before signing the Proposal.
- c. The Customer shall return the signed Proposal via "gUI-OPS" or via a scanned and emailed copy.
- d. It is at Debunc's sole discretion if "gUI-OPS" is not be used as the signatory document, in which case the Customer must comply with clause 7 for agreeing to the Proposal generated in "gUI-OPS". Upon receipt of this order acknowledgement, a contract shall be created between Debunc and the Customer for the supply of the Service.
- e. By purchasing the Service, the Customer acknowledges that they have read these Terms and Conditions, understands them and agrees to be bound by them.
- f. Where the Service includes Web Hosting, the Customer acknowledges that they have read the Acceptable Use Policy (AUP), understands it and agrees to be bound by it.

## 9. CANCELLATION

- a. The contract may not be cancelled following order acceptance unless a trial or rejection period has been agreed in advance. At the sole discretion of Debunc, a contract may be

cancelled either wholly or in part subject to timing, and only once agreement in writing has been notified to the Customer according to clause 7.

- b. For retained work billed monthly and where no contract period has been explicitly stated on the Proposal, the contract may be terminated by the Customer giving 3 months' notice in writing according to clause unless a separate cancellation period has been defined as part of the proposal.
- c. Unless otherwise stated in the Proposal or subject to clause 9(a) and clause 9(b), the contract may not be cancelled except by agreement in writing of both parties and upon payment to Debunc of such amount as may be necessary to meet the costs incurred to Debunc up to the date of cancellation and to indemnify Debunc against all loss resulting from the said cancellation.
- d. The Customer shall have no right to seek any cancellation or repayment of job costs on the basis of style or composition.

## 10. CONFIDENTIALITY

- a. During the period of this Agreement and for a period of 1 year after both parties undertake:
  - i. to keep the Confidential Information confidential;
  - ii. not to use the Confidential Information for any purpose except the performance of its obligations under this Agreement; and
  - iii. not to use the Confidential Information so as to procure any commercial advantage over the other party.
- b. The obligations contained in clause 10(a) above shall not apply to any Confidential Information which:
  - i. is already in the possession of the disclosing party other than as a result of a breach of this Agreement;
  - ii. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement; or
  - iii. is required to be disclosed by any applicable law or regulation or by any governmental or administrative authority or by an order of any court of competent jurisdiction.
- c. Each party undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 10 by its employees, agents and subcontractors.

- d. The Customer agrees that the ideas, materials and other documents relating to the Service are confidential and all proprietary rights belong to Debunc and shall not be used or disclosed except as permitted by this agreement.
- e. This clause 10 shall survive the termination of this Agreement for whatever reason.

## 11. INTELLECTUAL PROPERTY RIGHTS

- a. Once full payment has been made and the deliverables have completed and signed off, the ownership of the rights to the deliverables created will pass to the Customer.
- b. Third party materials, such as imagery, used in the deliverables may be subject to usage liabilities such as royalties and license fees. Debunc shall procure such license as necessary for the use of third party materials for use within the scope of the Proposal (charges may apply). The Customer should obtain written consent from Debunc for use of any part of the deliverables outside of the scope of the Proposal.
- c. Unless otherwise stated in the Proposal, Debunc reserves the continuing right to use any deliverables it produces for the promotion of its services, including, but not limited to promotion as case studies on its website and marketing collateral.
- d. Where the Proposal includes use of Software created by Debunc (including gUI), Debunc retains ownership of all copies of the Software and the Intellectual Property Rights (IPR) therein. The Customer has no rights to the Software or the IPR contained therein.

## 12. LIABILITY

- a. The following provisions set out the entire financial liability of Debunc (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Customer in respect of:
  - i. any breach of this Agreement; and
  - ii. any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.
- b. Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- c. Nothing in these conditions excludes or limits the liability of Debunc for death or personal injury caused by negligence or for fraudulent misrepresentation.
- d. Subject to clauses 12(b) and 12(c):
  - i. Debunc shall not be liable to the Customer for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to

loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Customer which arise out of or in connection with the supply of the Service or their use by the Customer.

- ii. The Customer assumes all risks as to the suitability, quality, and performance of the Service.
  - iii. Debunc's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract shall be limited to, and in no event shall exceed, the amount originally paid to Debunc for the Service.
  - iv. Debunc shall not be liable for any loss, damage or delay which arises as a result of the termination of the contract between us, or for our compliance with relevant statutory or regulatory requirements.
  - v. It is the responsibility of the Customer to ensure that the deliverables comply with all laws, regulations and codes in all countries where the deliverables are used. The Customer agrees to indemnify Debunc against any costs arising from the use or misuse of the deliverables.
- e. No verbal or written information or advice given by Debunc or its dealers, distributors, employees or agents shall in any way extend, modify or add to these conditions.

### **13. PAYMENT TERMS AND PRICING**

- a. Delays resulting from the action or inaction of the Customer may result in an adjustment in fees by Debunc.
- b. Where a deposit is required, Debunc is not obliged to carry out any work before the deposit is received. In the event that any preliminary work is carried out prior to receipt of the deposit and the order is then cancelled Debunc will invoice the Customer for this work.
- c. The Purchase Price is exclusive of VAT or applicable sales tax. VAT (or the applicable sales tax) shall be charged at the prescribed rate at the date of invoicing. The Customer shall pay the VAT (or applicable sales tax) to Debunc as if it were part of the Purchase Price and all requirements and other provisions concerning payment of the Purchase Price shall apply accordingly.
- d. The Purchase Price, once accepted by both parties as signified by the receipt of a signed Proposal, is applicable for 1 month from the date of signing. Debunc reserves the right to increase the price of any work outstanding after that period.
- e. Prior to each payment due date, Debunc shall issue an invoice to the Customer. Unless otherwise stated in the Proposal, each invoice is payable within 7 calendar days.

- i. All rights of the Customer herein are conditioned on Agency's receipt of full payment.
- f. If the Customer fails to make payment on a due date then without prejudice to any other right or remedy available to Debunc, Debunc shall be entitled to suspend or terminate the Service until Debunc is in receipt of the full payment amount due.
  - i. Should a payment be late by 30 or more days, Debunc may suspend the Service.
  - ii. Should a payment be late by 60 or more days, Debunc may terminate the Service.
  - iii. Debunc shall not be liable for any damages, losses or liabilities that may arise out of Debunc's suspension of performance and/or withholding of materials due to Customer's non-payment.
- g. In the event that any payments due under these terms and conditions become overdue, interest on such amounts shall be payable by the Customer, from the due date to the actual date of payment, after as well as before any judgment, at the rate of 2% over the base lending rate for the time being of Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly.
  - i. Debunc shall be entitled to all of its costs of collection of amounts outstanding hereunder, including without limitation, the fees of its legal representatives.
- h. In the event that any payments due under these terms and conditions become overdue, Debunc reserves the right to add a fee of £50+VAT to cover the costs of administration of the debt.
- i. All payments shall be paid in full without set off, deduction or counterclaim whatsoever.
- j. Where any invoice includes a reduction due to an agreement to pay by Direct Debit or Standing Order, should the payment not be made by such means, Debunc reserves the right to recharge the reduction.
- k. Debunc reserves the right to vary the Purchase Price according to further requirements made by the Customer subsequent to order acknowledgement. Any such variation shall be advised by Debunc in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.
- l. Where the Proposal includes design work, unless otherwise stated in the Proposal, the Purchase Price includes an allowance for one set of changes to each deliverable. Additional changes shall be charged at the prevailing hourly rate. Any such variation shall be advised by Debunc in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.



- m. The charge for carriage of goods is at additional cost to the Customer, unless otherwise stated in the Proposal.
- n. Debunc reserves the right to charge expenses when fulfilling the work. This may include costs for accommodation and travel in line with completion or undertaking of work for the Customer. Any mileage for personal vehicle usage of Debunc's employees, agents or representatives shall be charged at the rate of £0.50p per mile. No expenses shall be incurred without Debunc first providing written confirmation of the same.

#### **14. CHANGES TO TERMS AND CONDITIONS**

- a. Debunc reserves the right to change these Terms and Conditions at any time. The most current version of these Terms and Conditions may be found on our website.
- b. When changes are made to the Terms and Conditions a notice shall be placed on our website. The Customer shall be deemed to have accepted such changes if they have not notified any objections to such changes within one calendar month of the notice.
- c. The most current version of the Terms and Conditions shall supersede all previous versions.

#### **15. ENTIRE AGREEMENT**

- a. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and shall supersede any previous agreement between the parties relating to the subject matter of this Agreement. No variation of this Agreement shall be valid unless in writing signed by both parties.
- b. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) which it may have relied on in entering into this Agreement. The only remedy available to it shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

Should you have any questions concerning these Terms and Conditions, contact Debunc before submitting a signed agreement to any Proposal.

## SECTION B - WEBSITE SERVICES

Debunc provides two different types of Website Services. The primary platform is gUI; Debunc also builds sites and apps on Alternative Platforms.

Where the Proposal includes the use of the gUI the clauses in Section B and Section C apply to such websites.

Where the Proposal includes the use of the Alternative Platforms, the clauses in Section B and Section D apply to such websites.

### 16. PAYMENT TERMS AND PRICING

- a. Unless otherwise stated in the Proposal, the Purchase Price for a website project shall be payable to Debunc by the Customer as follows:-
  - i. 50% non-refundable deposit payable on receipt of the order acknowledgement; and
  - ii. 25% upon approval of the website design(s) or other agreed deliverable
  - iii. 25% upon final completion / delivery / sign-off.
- b. We reserve the right to adjust Subscription fees (gUI websites) and Web Hosting fees. Fees are typically adjusted with effect from the 1st April each year according to the published rate of inflation as given by the Retail Price Index (RPI) but may be reviewed at any time Debunc at its sole discretion.

### 17. SOFTWARE

- a. The Customer assumes sole responsibility for ensuring that the Software functionality meets its requirements before signing the Proposal.
- b. Unless the Proposal explicitly states otherwise, the Customer bears all cost for modification to the Software in the event that the Customer discovers, subsequent to signing the Proposal, that the Software functionality does not meet its requirements.
- c. No Software or Internet service can ever be guaranteed to be 100% reliable. Debunc shall not be liable for any losses caused resulting from the use of (or inability to use) the Service, due to faults in the Software or underlying software, hardware, networks or any other cause of failure.
- d. Debunc does not warrant any Software that has been altered or changed in any way by anyone other than Debunc. Debunc is not responsible for problems associated with or caused by incompatible operating systems or equipment, or for problems in the interaction of the Software with software not furnished by Debunc

## 18. WEB HOSTING

- a. The Customer agrees to abide by rules regarding acceptable use of the Web Hosting service:
  - i. The Customer agrees to abide by the separate terms and conditions of the Acceptable Usage Policy, available on request.
  - ii. The Customer agrees that the Web Hosting facility may be provided by a third party and that the Terms and Conditions, including the Acceptable Usage Policy, of that third party shall apply to the Customer.
- b. Debunc shall make all reasonable efforts to ensure that the Service is available, subject to any limitations imposed by the third party web hosting.
- c. Debunc may, from time to time, temporarily withdraw Service for the purpose of making enhancements available to the Customer and for maintenance or support issues.
- d. The Web Hosting service will be provided on the basis of reasonable usage for server load, disk space and bandwidth:
  - i. Reasonable usage of the Web Hosting service will provide a maximum of 20GB of monthly bandwidth and 10GB of disk space.
  - ii. Due to the varying nature of a website's content and popularity it is not possible to provide an exact description of 'reasonable usage' for server load, hence Debunc states an expectation that 95% of their customers would not exceed 'reasonable usage' for server load.
- e. Where the Customer's website exceeds reasonable usage, Debunc may offer to provide the Customer with a higher capacity service at an agreed increased fee. In circumstances where the server load is much higher than expected, Debunc may either (a) offer the Customer a bespoke Web Hosting solution at an agreed increased fee or (b) if an agreed solution is not found the Web Hosting service may be terminated at no cost to either party.

## 19. OTHER INTERNET SERVICES (EMAIL, DOMAIN, ISP, DNS)

- a. The Customer agrees that it is their responsibility to source all of the appropriate services required to run their website, including domain name management, email and Internet connectivity.
- b. Debunc does not offer Internet Service Provider (ISP) services, such as provision of an Internet connection to the Customer's computer or computer network.
- c. Debunc does not offer email services, such as the provision of a mail server for the purpose of sending email messages from the Customer's computer or computer network, or receipt of

email messages. Debunc is happy to recommend other providers for email services. Where such services have been provided in the past, they shall continue to be supported for existing domain names only.

- d. Debunc may offer optional services for domain name purchase, renewal and management.

## **20. DOMAIN NAME REGISTRATION AND RENEWAL**

- a. Debunc may offer the Customer domain name purchase and renewal services for one or more domain names related to the Customer's website. This service is only available where the Customer also purchases a Web Hosting service using the domain names.
- b. The contract for the registration is between the Customer and the Naming Authority. The Customer is bound by the terms and conditions of the Naming Authority.
- c. Debunc cannot guarantee that they will be able to register any requested domain name and, until specific confirmation of registration has been given, the Customer cannot assume the registration has been affected.
- d. Debunc gives no warranty that the Internet Domain Name requested will not infringe the rights of any third party and the Customer indemnifies Debunc in respect of any such infringements.
- e. Debunc reserves the right to vary the fees for domain name purchase and renewal from time to time.
  - i. The current fees for domain name purchases will be stated to the Customer at the time of purchase.
  - ii. The current fees for domain name renewals will be stated to the Customer in the month preceding the renewal or with a minimum of 5 Business Days' notice to allow the Customer time to transfer the domains elsewhere if required.
- f. The fees for domain name purchase and renewal include DNS hosting if required.
  - i. Where DNS hosting is provided, the fees for domain name purchase and renewal include the management of the DNS records for such domains, to point the domains at the Debunc web servers and to the Customer's preferred email servers.
- g. The Customer retains ownership of the domain names. Debunc shall not withhold from assisting the customer in transferring their domain name providing that any fees due to Debunc for any services provided to the Customer have been paid in full.
- h. Debunc do not in themselves charge fees related to the transfer of the Customer's domain names to or from a third party, unless the time taken to deal with such matters exceeds half

an hour in one calendar month. In such case, Debunc shall agree any charges with the client in advance of any further work being carried out.

- i. Fees charged by third parties such as Nominet (for domain name registration details updates) or other domain management companies (for domain name transfers) are the responsibility of the Customer. Such fees will be passed on to the Customer for payment if they are incurred by Debunc.

## **21. DOMAIN NAME MANAGEMENT**

- a. The Customer accepts that Debunc may need to move the Web Hosting for a website to a different IP Address at short notice and at any time.
- b. Where the Customer manages their own domain name, Debunc may, at their own discretion, make Name Servers available to the Customer to allow Debunc to manage the DNS records on behalf of the Customer. In such circumstances:
  - i. The Customer accepts the responsibility to point the domain names to the specified Name Servers.
  - ii. The Customer agrees to provide contact details for an authorised representative for Name Server updates and to keep Debunc updated with any changes to these details.
  - iii. The Customer agrees that the authorised representative shall, on request by Debunc, update Name Server records within 3 Business Days at all times.
  - iv. The Customer agrees that failure to update Name Server records will result in their website being unavailable and that even in such cases the Customer is still responsible for Web Hosting fees.
  - v. The Customer is responsible for all costs incurred to update Name Server records.
- c. Where the Customer manages their own domain name and Debunc does not provide Name Servers for the domain:
  - i. The Customer accepts the responsibility to update the DNS records used to map the domain name to the IP Address of the Web Hosting service.
  - ii. The Customer agrees to provide contact details for an authorised representative for DNS updates and to keep Debunc updated with any changes to these details.
  - iii. The Customer agrees that the authorised representative shall, on request by Debunc, update DNS records within 3 Business Days at all times.

- iv. The Customer agrees that failure to update DNS records will result in their website being unavailable and that even in such cases the Customer is still responsible for Web Hosting fees.
- v. The Customer is responsible for all costs incurred to update DNS records.

## **22. OWNERSHIP OF CONTENT**

- a. The Customer is legally responsible for the content of their website(s).
- b. Debunc does not infer ownership of the design or content of the Customer's website(s).
- c. The data that a Customer is entitled to take from its website(s) upon termination of its contract with Debunc includes the following:
  - i. The graphical design of the website(s) and the entitlement to reproduce this design within other websites.
  - ii. All text and imagery incorporated as part of the website(s).

## **23. THIRD PARTY SOFTWARE/SERVICES**

- a. Where the Proposal includes any third party software and/or services as part of the Proposal, Debunc will provide First Line Support only. Where the fault is identified as being an issue of the third party software and Debunc is unable to correct the fault, Debunc will use its reasonable endeavours to ensure that the problem is reported to the Customer or relevant third party for resolution.

## **SECTION C - GUI**

Where the Proposal includes the use of the gUI the clauses in Section C apply to such websites.

## **24. SOFTWARE LICENSE**

The Customer is granted a limited, non-exclusive license to do only the following:

- a. The Customer has the right to use the Service to modify the content of the gUI database in order to change the data presented to visitors of the website(s) using the built-in administration facilities. The Software must not be used for any other purpose without the express written permission of Debunc.
- b. The Customer has the right to use the Service to provide web pages to any visitor on the licensed domain(s) only.
- c. The Customer may transfer the Service and all rights under this License to another party together with a copy of this License and all written materials accompanying the Service,

provided (i) the Customer gives Debunc written notice of the transfer (including in such notice the identity of the transferee), and (ii) the other party reads and agrees to accept the terms and conditions of this License. This clause can only be executed if the Service is sold as part of an entire website sale for the licensed domain(s). The Service itself cannot be sold as a separate entity.

## 25. RESTRICTIONS

- a. Debunc provides access to the Software (gUI) on a “Software as a Service” basis.
- b. The Customer agrees that the Software, online training videos and documents relating to the Software are confidential. All proprietary rights and Intellectual Property Rights (IPR) belong to Debunc. The Customer may not communicate details of any part of any document, online training video or Software supplied by Debunc without the written consent of Debunc.
- c. The Customer may not attempt to modify the Software in any way, or create derivative works based upon the software or any or any part thereof.
- d. The Customer may NOT sublicense, transfer, assign, or provide access to the Software to other parties.
- e. The Customer agrees that only direct employees of the Customer are given access to the Software. The Customer is expressly forbidden to provide access to the Software to any other party (including but not limited to competitors to Debunc) unless explicitly agreed in writing. The Customer acknowledges that the Software contains value.

## 26. ENHANCEMENTS

From time to time Debunc may, in its sole discretion, advise the Customer of updates, upgrades, enhancements or improvements to the Software (gUI) and/or new releases of the Software (collectively, “Enhancements”).

- a. Debunc may, at its sole discretion, install and license the Customer to use such Enhancements at no cost, whilst the Service is activated.
- b. From time to time, Debunc may make available Enhancements giving additional functionality to the Customer, for an agreed extra cost.
- c. All such Enhancements to the Software (gUI) provided to the Customer shall also be governed by the terms of this License.

## 27. WEB HOSTING

- a. Debunc shall provide the Customer with a Web Hosting facility suitable for use with the Software (gUI).

- b. The Web Hosting service includes backups of the client's SQL database and data files uploaded using the gUI. The backups exclude data files uploaded using FTP account(s) to areas outside of gUI management. Such backups are made at least daily. The backups shall be copied to a location separate from the data centre. Debunc will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

## **28. SUPPORT POLICY**

- a. Debunc provides a Support Policy during the period of Service Activation. The support policy provides the following elements:
  - i. Support via our online helpdesk.
  - ii. Support via telephone, with call costs paid by the Customer at Debunc's discretion.
- b. Debunc considers Software training to be essential. If Debunc considers the Customer representative has not received Software training or requires additional Software training, Debunc reserves the right to insist that the Customer representative attends Software training before any further support is delivered to that Customer representative.

## **SECTION D - WEBSITES & OTHER SERVICES PROVIDED VIA ALTERNATIVE PLATFORMS**

Where the Proposal includes the use of an Alternative Platform the clauses in Section D apply to such websites. Within the proposal, the name of the Alternative Platform will be clearly stated.

## **29. PAYMENT TERMS AND PRICING**

- a. Where Debunc builds a new website using an Alternative Platform for the Customer, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Debunc by the Customer as follows:-
  - i. 50% non-refundable deposit payable on receipt of the order acknowledgement; and
  - ii. 25% upon approval of the website design(s) or other agreed deliverable
  - iii. 25% upon final completion / delivery / sign-off.
- b. Debunc may offer the Customer a Web Hosting service for the Customer's website. The Proposal shall give details of the fees payable for Web Hosting.
- c. The fees for the Web Hosting service are chargeable from the point at which the service is made available to host the website. This could be the time at which a website project moves to the 'build' stage or when the Customer requests a transfer from another Web Hosting provider.



- d. The Customer may terminate the Web Hosting service by giving three month's written notice from the next due payment, subject to the minimum contract period. The minimum contract period is:
  - i. Twelve months, in the case of a standard Web Hosting agreement not exceeding reasonable usage, as defined in clause 14(d).
  - ii. Twelve months from the time at which the solution is implemented, unless otherwise agreed in writing, in the case of a higher capacity Web Hosting agreement as defined in clause 14(e).
- e. Once notice of Termination of Service has been received, an invoice will be raised for the remaining contract period. This invoice is subject to our standard Payment Terms and we draw particular attention to clause 13(i).
- f. The Web Hosting service is effective until terminated. Debunc may terminate the service immediately and without notice if the Customer fails to comply with these Terms & Conditions including the Acceptable Usage Policy.

## **30. TERMINATION**

- a. Upon termination the Customer must return or destroy any documentation associated with the usage of the Service.

## **31. SOFTWARE**

- a. Debunc shall install and/or configure the Software only as specified in the Proposal. Further to project sign-off, Debunc does not provide any warranty whatsoever. This includes the Web Hosting, server network, connectivity or any software.
- b. Project sign off is signified by the customer's final payment in relation to the initial website build.

## **32. WEB HOSTING**

- a. This only applies if Debunc uses an Alternative Platform to build The Customer's website. It will only be acted upon if at the sole discretion of Debunc it agrees to clause 32(b) and 32(c)
- b. At the sole discretion of Debunc, if it decides not to or is unable to provide Web Hosting of a website it builds using an Alternative Platform; The Customer agrees that it is their responsibility to source a Web Hosting service required to run their Alternative Platform website.
- c. If an Alternative Platform project is built by Debunc and The Customer desires use of a preferred Web Hosting service; The Customer must seek agreement in writing in accordance

with clause 7. It nonetheless remains at the sole discretion of Debunc, if it chooses to comply with The Customer request(s)

- d. The Web Hosting service does not include an Alternative Platform application and plug-in support.
- e. Debunc shall only allow the use of Alternative Platform plug-ins that it, at its sole discretion, deems safe to be used in its hosting environment. Debunc reserves the right to charge the Customer for time taken to investigate the suitability of “plug-ins” that have not been previously deemed safe.
- f. The support is strictly related to keeping the server environment running and restoring a previous backup as an occasional disaster recovery measure.
- g. The Customer is responsible for the maintenance of their Alternative Platform application software and plug-ins and to apply security patches regularly.
- h. Where a Customer has not applied security patches so that, in the opinion of Debunc, their website may be insecure, Debunc reserves the right to disable the website until the Customer has agreed to rectify such issues.

### 33. SUPPORT POLICY

- a. Where Debunc builds a new website for the Customer:
  - i. Debunc will provide up to 2 hour’s training in the use of the Software to be held at the Debunc premises in London or remotely via Web Conference at Debunc’s discretion.
  - ii. At the sole discretion of Debunc it may agree to using the premises of The Customer to provide up to 2 hour’s training if it deems their premises more suitable and/or convenient
  - iii. Debunc will provide 1 hour Support Time as part of the cost of the project. This Support Time expires one month after the project sign-off.
- b. Support Time is not included related to on-going installation and configuration of updates to the website Software or any related services.
- c. Additional Support Time may be purchased in advance as required. Support Time is chargeable at Debunc’s standard hourly rate.
- d. Support Time is provided via our online helpdesk or by emailing our support address. In the case of telephone support, call costs are to be paid by the Customer.
- e. As part of the project sign-off, Debunc will provide assistance in setting up the DNS records to point one domain to the web server, providing that the appropriate authentication details are provided by the customer. Additional hosting-related support is treated as Support Time.

## SECTION E - EVENTS (INCLUDING PRODUCT DEFINITION WORKSHOP AND TRAINING)

Debunc provides Events that include (and are not limited to) its PDWs/Product Definition Workshops, hospitality events, presentations and training courses. Where the Proposal includes attendance at Events, the clauses in Section E apply.

### 34. PAYMENT TERMS AND PRICING

- a. Where the Customer is required to pay for an Event:
  - i. Debunc shall issue an invoice to the Customer on receipt of the order acknowledgement. Unless otherwise stated in the Proposal, the invoice is payable within 7 calendar days. Where attendance is confirmed less than 7 calendar days prior to the Event, the payment must be made immediately on receipt of the invoice.
  - ii. All invoices relating to Events must be paid at the full Purchase Price in both the Proposal and invoice otherwise no Event can proceed
  - iii. The Purchase Price does not include travel and/or accommodation for the Customer. This is left to the customer to arrange.
  - iv. If an Event has been arranged to take place on the Customer's premises, additional travel and/or accommodation costs for the trainer(s) may apply and these shall be shown on the Proposal.
  - v. The Purchase Price includes light refreshments such as tea, coffee and biscuits. Lunch is not included unless stated on the Proposal or unless the Event is clearly marketed as a "lunch" event.
  - vi. The Purchase Price, once accepted by both parties as signified by the receipt of a signed Proposal, is applicable only for the agreed time and date of the Event.

### 35. CANCELLATION

- a. Cancellation of attendance by individuals or groups must be given in writing at least 7 days prior to the date of the Event.
- b. If a paying Customer does not attend an Event and has not followed the cancellation procedure in clause 35, the full Purchase Price remains payable. No refunds will be given.
- c. If it is necessary to change the date of the Event, Debunc shall give at least 7 days' notice prior to the revised date of the Event. The Customer therefore has the right to cancel as stated in clause 35(a)

- d. If the Event is cancelled by Debunc, the full Purchase Price shall be refunded to the Customer.
- e. Debunc shall make every effort to provide the Event on the stated date but will not be under any liability if the Event is delayed or prevented by events beyond its control.
- f. Certain Events (mostly training courses) are free to Customers paying subscription fees for the gUI platform, but Debunc does sell places on these valuable courses. Should a subscription paying Customer not follow the cancellation procedure in clause 35(a), Debunc will charge a £25 cancellation fee.

## **36. LIABILITY**

- a. Debunc does not accept responsibility for anyone acting as a result of the information supplied or opinions expressed in its training courses, including course material. All information is given in good faith. Opinions expressed are those of individual trainers and not necessarily those of Debunc. Customers should take professional advice when dealing with specific situations.
- b. Debunc reserves the right to make appropriate changes to the course timetable and content or to cancel a course due to unforeseen circumstances. Liability shall be limited to the refund of the fees paid in such instances.

## **37. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

- a. Information supplied during the Event, whether oral or written, is subject to copyright. The copyright is owned by Debunc unless otherwise stated. Duplication of material in whole or in part is prohibited without the written consent of Debunc.
- b. Events are not to be recorded, photographed or transmitted in any way without the prior written consent of Debunc.

## **SECTION F - MARKETING SERVICES**

Debunc provides a variety of Marketing Services. Where the Proposal includes Marketing Services the clauses in Section F apply.

## **38. PAYMENT TERMS AND PRICING**

- a. For printing and physical goods, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Debunc on receipt of the order acknowledgement.
- b. For ad-hoc project work consisting of a single deliverable, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Debunc on receipt of the order acknowledgement.

- c. For retainer work billed monthly, unless otherwise stated in the Proposal, the agreed monthly element of the Purchase Price shall be payable to Debunc by the first working day of the month, or in advance of the work to be carried out (whichever is earliest).
- d. For project work consisting of multiple deliverables, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Debunc as follows:-
  - i. 50% non-refundable deposit payable on receipt of the order acknowledgement; and
  - ii. 25% upon the approval of the initial concept document.
  - iii. 25% upon final completion / delivery / sign-off.

### **39. DELIVERABLES INCLUDING GOODS**

- a. Where a deliverable includes goods to be received by the Customer:
  - i. The passing of risk shall occur on the day of the delivery to the Customer.
  - ii. If goods are received by the Customer in any way damaged upon delivery, the Customer must advise Debunc within 24 hours of delivery of the nature of the damage and must retain the Goods as delivered.
  - iii. The maximum extent of Debunc's liability for damaged goods will be, at its sole discretion depending on the circumstances: a return of the Purchase Price related to the goods or replacement of the goods.
  - iv. Goods remain the property of Debunc and title remains with Debunc until payment has been made in full.
  - v. All times or dates given for delivery of the Service are given in good faith and shall not be of the essence of any contract.
  - vi. Debunc shall make every effort to achieve any quoted delivery dates and execute any obligations set out in the Proposal but will not be under any liability if delivery is delayed or prevented by events beyond its control or as a result of delays by the Customer