

TERMS & CONDITIONS

TERMS OF BUSINESS

1. DEFINITIONS

In these Terms of Business, the following Definitions will apply:

1.1 "TPI" means The Print Inn Limited (registered company in England & Wales (Company No. 10285756) whose registered office is 33 Churchfield Road, London, United Kingdom, W3 6AY, United Kingdom.

1.2 "Charges" means the charges as set out in the Quotation and confirmed by the Order; or TPI's published price list or tariff structure in force from time to time.

1.3 "Compliance Authority" means the UK body or bodies responsible for the regulatory aspects of licensing financial advisers or other professionals in other industry sectors.

1.4 "Confidential Information" means all information designated as such by either party in writing together with all such other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel and customers of either party or information which may reasonably be regarded the confidential information of the disclosing party.

1.5 "Contract" means a contract, subject to these conditions, for the provision of the Products and / or Services between TPI and the Customer.

1.6 "Customer" means the company, firm, body or person purchasing the Services from TPI.

1.7 "Customer Content / Data" means text, graphics, photographs, sounds, information, data, music, video, film or any other copyright work publicly available on the Customer Website or provided for publication on the Customer Website either by the Customer or any other third party (excluding TPI) commissioned by the Customer, together with all User Generated Content and information regarding Users (such as, for example, the number of page impressions, users email addresses or other information posted by Users or depicted by the Customer Website about Users).

1.8 "Customer Website" means the website developed by TPI for the Customer described in the Specification, including but not limited to Customer Website Design Services.

1.9 "Customer Website Design Services" means the bespoke design, development and implementation of a website tailored to the Customer's Specification, including but not limited to software development and back-end administration systems.

1.10 "Default" means any breach of the obligations of either party (including but not limited to a fundamental breach or breach of a fundamental term).

1.11 "Domain Name" means the name registered with an Internet Registration Authority used as part of the Customer's URL.

1.12 "Information" means information in any form (including visual and textual) published or otherwise

made available (directly or indirectly) on the Internet via the Customer Website.

1.13 "Intellectual Property Rights" means patents, trade marks, service marks, database rights, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, know-how, trade or business names, domain names and other similar rights or obligations whether registrable or not and in any territory or jurisdiction (including but not limited to the United Kingdom).

1.14 "Internet Registration Authority" means an official organisation which administers a database registry of all Domain Names based on specific geographical or other criteria.

1.15 "Invoices" means invoices raised by TPI for services provided pursuant to a Contract.

1.16 "Ongoing Services" means website support and maintenance, web hosting, web optimisation, or other services offered by TPI which impose a monthly payment.

1.17 "Order" means a purchase order in respect of the Product(s) and / or Service(s) requested by the Customer and submitted to TPI in writing by postal or electronic means, together with all documents referred to in it.

1.18 "Product(s)" means the product or products which are the subject matter of a Contract, being the product(s) to be provided by TPI to the Customer pursuant to the Order.

1.19 "Quotation" means a quotation, for an agreed piece of work (incorporating these Terms of Business) provided by TPI to the Customer in respect of the Services.

1.20 "Server" means TPI's Internet server or servers.

1.21 "Service(s)" means the services which are the subject matter of a Contract, being the work and / or services or any of them to be performed by TPI for the Customer pursuant to the Order including, without limitation, the Ongoing Services.

1.22 "Specification" means the specification for the Customer Website agreed between TPI and the Customer and set out in the Order.

1.23 "Standard Content" means the technical content, pre-approved by the relevant Compliance Authority, which is supplied by TPI to the Customer for use in respect of Customer Website Design Services or for use in respect of any other Product or Service provided by TPI to the Customer.

1.24 "Standard Form" means TPI's standard form of Order.

1.25 "Standing Order" means a regular, fixed payment from the Customer's bank account in favour of TPI.

1.26 "Subscribers" means the customers, members, contacts or any individuals who have given permission to the Customer to send email messages to their email address(es) in the context of Emarketing Services.

1.27 "User" means any member of the public accessing the Customer Website via the Internet or by any other means.

1.28 "User Generated Content" means all such material posted by Users on the Customer Website.

1.29 "URL" means a uniform resource locator.

1.30 "THEPRINTINN.COM" means the website domain owned and operated by TPI, namely www.theprintinn.com incorporating the Products and Services offered on this website.

2. GENERAL

2.1 By placing an Order for Products or Services, the Customer confirms acceptance of these Terms of Business and agrees to be bound by them.

2.2 A Quotation shall not be binding on TPI and the Contract will only come into being upon acceptance by TPI of the Order by signing or counter signing and dating of the Order and returning it to the Customer or the issue by TPI, electronically or otherwise, of an order acknowledgement.

2.3 The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Customer shall have no effect, unless such Order is in the Standard Form. Any variation to the Contract must be confirmed in writing by TPI.

2.4 Quotations submitted by TPI shall remain open for acceptance by the Customer for a period of 30 (Thirty) days from the date of the Quotation, unless the Quotation specifies some other period, or the Quotation is withdrawn by TPI.

2.5 These conditions shall, to the extent applicable, apply to goods and products in the same way as they apply to Services.

2.6 Unless otherwise agreed by TPI, the Customer acknowledges and agrees that the minimum length of any Ongoing Services purchased will be 12 months from the site going live. Thereafter, the Ongoing Services may be terminated on 1 months' written notice by either party.

2.7 TPI reserves the right to accept or reject any Order placed for Products or Services.

2.8 TPI reserves the right to the right to add, delete or change some or all of the Products and Services offered by TPI on THEPRINTINN.COM and other websites owned and operated by TPI at any time without prior notice.

2.9 These Terms of Business may be updated or otherwise amended without prior notice and shall always prevail in the event of conflicts between the Order or Contract and any other document.

3. PRICES

3.1 Where the Product(s) and / or Service(s) are sold by reference to TPI's published price list or tariff structure, the price payable for the Product(s) and / or Service(s) shall be the ruling price as published in the price list or tariff structure current at the date of purchase.

3.2 In other cases, the price for the Product(s) and / or Service(s) shall, subject to clause 2.3 above, be that stated on the relevant Quotation and confirmed in the Order.

3.3 Prices for Customer Website Design Services, which covers but is not limited to bespoke projects and other services including software development and back-end administration systems will be quoted based on specification agreed, content, functionality and development time, and confirmed in writing. After receipt of the Customer's Order, TPI reserves the right to revise the original Quotation if the Customer requests alterations to the Customer Content/Data and / or Specification(s) which are

not specified in the Customer's original Order.

3.4 TPI shall (if applicable) add to the price of the Services, and the Customer shall pay, an amount equal to any VAT and any other tax or duty applicable from time to time to the sale or supply of such Services.

3.5 Any price changes to Ongoing Services will take effect from the 1st day of the month and the Customer will be notified in writing at least 7 (seven) days before any price change takes effect. All Ongoing Services may be subject to an annual increase to cover rising costs.

4. TERMS OF PAYMENT

4.1 Prices quoted are net and in Pounds Sterling.

4.2 As consideration for the performance of TPI's obligations under the Contract, the Customer shall pay all sums owing pursuant to a Contract to TPI.

4.3 For Customer Website Design Services (see Clause 5 below), the Customer shall, at the time of submission of an Order to TPI, pay to TPI a non-refundable deposit of 50% of the value shown on the Order attributable to the Customer Website Design Services.

4.4 TPI shall invoice the Customer:

4.4.1 for Customer Website Design Services, immediately on completion of the Customer Website, The remainder 50% of the value shown on the Order attributable to the Customer Website Design Services;

4.5 Unless otherwise agreed in writing by TPI, payment of Invoices must be received by TPI from the Customer within 7 days of the date of the Invoice (the "Due Date"). The Customer shall remit payment to TPI in accordance with Clause 4.8 below.

4.6 Failure to make payment by the Due Date may result in the withdrawal, suspension or disconnection of any Product, Service and / or Ongoing Service.

4.7 The Customer shall make all payments due to TPI by one or several of the following means:

4.7.1 Electronic transfer direct to TPI's nominated bank account

4.7.2 Arranged Standing Order direct to TPI's nominated bank account

4.7.3 Debit or Credit Card payment

4.7.4 Bankers Draft made payable to TPI

4.7.5 Cheque made payable to TPI and in each case payment shall be in Pounds Sterling without set off or deduction.

4.8 If the Customer fails to pay any amount due to TPI under a Contract by the relevant Due Date, default interest at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 shall be added to such amount for the period from the day after the due date until the date of receipt (whether before or after judgment) together with any reasonable and proper amounts incurred by TPI in seeking to recover such late payment from the Customer (including, without limitation, legal fees).

5. CUSTOMER WEBSITE DESIGN SERVICES

5.1 Upon the placing of an Order for Customer Website Design Services, TPI will provide Customer

Website Design Services to the Customer, based on the Specification provided by the Customer and including, if applicable, the Standard Content and any Add-Ons or other additional features agreed between the Customer and TPI and as outlined in the Specification.

5.2 If required, TPI shall obtain for the Customer a selected Domain Name (subject to availability) at the prevailing charges quoted and take responsibility for the management of the Domain Name until the end of the Domain Name's current registration period, at which time a renewal fee will become due (see Clause 13 below for further details).

5.3 Upon confirmation of cleared funds covering the upfront set-up fee, TPI shall enter the building of the Customer Website Design Services onto its schedule of work.

5.4 TPI will use reasonable endeavours to undertake the building of the Customer Website Design Services in a timely manner, subject to the Customer supplying company logos, corporate branding and any other specified items for inclusion in the Customer Website Design Services. However, the dates and timeframes provided for carrying out the Services and delivery of the Customer Website are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.

5.5 All images, logos, designs and pictures supplied by the Customer are supplied on the understanding that the Customer takes full responsibility for ensuring that the appropriate copyright permissions have been obtained. The Customer must supply to TPI evidence of purchase of such images, logos, designs and pictures. TPI will retain this evidence on file. TPI reserves the right to refuse to make use in the Customer Website Design Services of images, logos, designs or pictures for which, in the opinion of TPI, there is insufficient evidence that copyright permissions have been obtained.

5.6 Any samples, Demos, screenshots, designs or other features relating to the Customer Website Design Services as displayed on THEPRINTINN are representative examples only. The Specification, and any amendments or variations to the Specification, as agreed between the Customer and TPI shall constitute the entire Contract between the parties.

5.7 If required and agreed between TPI and the Customer, TPI shall supply Ongoing Services to the Customer upon completion of the Customer Website Design Services comprising some or all of website support, website maintenance, web hosting and email provision, for which charges will apply.

6. DELIVERY AND COMPLETION DATES

6.1 TPI undertakes to use its reasonable endeavours to provide completed Services to the Customer within the time frame stipulated in the Order, or if no time frame is specified, within 30 days of the date on which TPI receives a signed Order from the Customer.

6.2 The dates and timeframes for carrying out the Services and delivery of any Customer Website are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.

6.3 TPI will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform save where the same is a result of the negligence of TPI.

6.4 No delay (unless material) shall entitle the Customer to reject any delivery or performance or any other Order from the Customer or to repudiate the Contract or the Order.

7. CHANGES TO THE SPECIFICATION

7.1 If the Customer submits a request for design changes, site recolouring, modifications or further customisation to the Customer Website, software or other Products and Services, TPI will provide the Customer with a quotation in advance. Upon acceptance of quotation by the Customer, an invoice will be raised by TPI which will be payable prior to commencement of work.

7.2 TPI will make or add, at no charge:

7.2.1 Changes to contact details

7.2.2 Essential updates as required by the relevant Compliance Authority

7.2.3 General textual modifications to the Customer Content / Data

7.2.4 Image replacements up to a maximum of 3 images per month

7.2.5 Articles or information provided by the Customer for inclusion on the Customer Website provided that the articles or information are supplied to TPI complete and in electronic format.

7.3 Other additions or customisation will be chargeable on an hourly rate basis, unless an agreement for Ongoing Services exists between the Customer and TPI which specifies the inclusion of further additions or customisation within the agreed price. In any event, TPI will agree in advance with the Customer any charges and payment terms prior to commencing the additional work or customisation.

7.4 Examples of additional work or customisation include, but are not limited to:

7.4.1 Additional pages

7.4.2 Additional forms

7.4.3 New graphics

7.4.4 Creation of image links to other websites

7.4.5 Re-skin of the Customer Website

7.4.6 A new bespoke design under the category of Customer Website Design Services.

8. RESPONSIBILITY FOR APPROVING THE CUSTOMER WEBSITE

8.1 The Customer acknowledges and agrees that TPI shall produce the Customer Website based on the Specification as provided by the Customer.

8.2 It shall be the responsibility of the Customer (and not the responsibility of TPI) to review and approve the Content of the Customer Website (including, without limitations, the spelling of names and addresses and the accuracy of telephone numbers) at the time of the completion of the Customer Website by TPI and submission of the Customer Website to the Customer for approval by the Customer.

8.3 TPI shall have no liability to the Customer for any inaccuracies in the Customer Website if and to the extent that the Customer has failed to review and / or approve (or, if required, request amendment to) the Customer Website provided as outlined in the Contract and / or Specification.

9. WEBSITE UPGRADES

9.1 Upgrades to the Customer Website or enhancements to the Standard Features will be offered to the Customer from time to time, some of which may be subject to a supplementary charge. Details of any additional charges will be provided when the Customer is informed about the upgrades.

10. ADVERTISEMENT

10.1 The Customer will permit TPI to incorporate a small and discreet advertisement of TPI's services at the bottom of all Customer Website pages.

11. INTERNET BROWSERS

11.1 All Customer Websites are developed to work with Internet Explorer (IE11 and Microsoft Edge), Firefox, Google Chrome and Safari. Should the Customer require that the Customer Website is Modified to work with other browsers, or with any legacy version of any browser, an additional charge may be made.

11.2 As a result of advancements in technology, Customer Websites may not operate with certain legacy browsers. It is the responsibility of the Customer to make appropriate checks and, if appropriate to consult with TPI, that any browser or browsers utilised by the Customer are compatible with the browsers on which the Customer Websites have been developed to operate.

11.3 Software manufacturers release newer versions of their browsers from time to time and TPI has a policy of design renewal which uses the latest technologies available to take advantage of these advancements. Customers will be advised of changes to TPI's Products and Services as and when they become available, and Customers will be given the opportunity to upgrade at a preferential rate.

11.4 TPI has no control of manufacturers' decisions to upgrade their internet browser, therefore older website templates that were built for older browsers might not be fully compatible with future browser versions and TPI always recommends that Customers upgrade to a newer website template referred to in 11.3

12. WEB HOSTING & EMAIL SERVICES

12.1 The hosting of the Customer Website on TPI's commercial servers is included in the charges covered within Ongoing Services.

12.2 IMAP and Exchange email accounts are available at the prevailing charges quoted.

12.3 Following commencement of the Contract, TPI will install the Customer Website onto its commercial servers in accordance with the Specification and provide a connection to the internet via the servers.

12.4 TPI shall provide to the Customer a secure means of access to the servers.

12.5 The Customer shall be solely responsible for the accuracy, legality, currency and compliance of the Information on the Customer Website and the User Generated Content and the Customer will be solely liable for false, misleading, inaccurate, or infringing information contained or referred to therein.

12.6 The Customer acknowledges and agrees that TPI may be required by law to monitor the Customer Content/Data and traffic and if necessary give evidence of the same together with use of the logon ID to support or defend any dispute or actionable cause or matter which arises in relation to the same.

12.7 TPI does not warrant that the website hosting service or server(s) will be continuously available 24 hours per day, 7 days per week but will use its reasonable endeavours to keep downtime to a minimum.

12.8 TPI may need, at times, to temporarily suspend the web hosting service for repair, maintenance or improvement of the website hosting service. TPI will give the Customer as much notice as is reasonably practicable in the circumstances, before initiating the temporary suspension. TPI will use reasonable endeavours to restore the website hosting service as soon as reasonably possible.

12.9 The Customer accepts the website hosting service and server(s) "as found" with any faults, or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitations any implied warranty of accuracy, completeness, quality, continuity of service, connectivity and fitness for a particular purpose.

12.10 The Customer Website, including website files and database(s), will be backed up on a daily basis. In the unlikely event of server failure, back ups will be restored without charge to the Customer.

13. WEBSITE SERVICES

13.1 If required, TPI will register the Customer's chosen Domain Name(s) (subject to availability) at the prevailing charges quoted and will take responsibility for the management of the Domain Name(s) until the end of the Domain Name's (or Names') current period, which in the case of ".co.uk" Domain Name extensions will be for the initial two years following submission of the Order to TPI, and in the case of ".com", ".net", ".org", ".org.uk", ".biz", ".eu" and other Domain name extensions will be for the initial one year following submission of the Order to TPI. At the end of the current period, a renewal fee will become due and payable by the Customer.

13.2 TPI will register the Customer's Domain Name(s) and act as the registrar for the Domain Name(s). The Customer will be the legal owner (the registrant) of the Domain Name(s).

13.3 All subsequent Domain Name renewal fees will be payable by the Customer, and are mandatory to ensure the continuing validity and visibility of the Customer Website.

13.4 If the Customer decides to transfer the Customer's Domain Name(s) to another company, any costs incurred by TPI will be recharged to the Customer at cost plus a £25.00 administration fee. This fee may be waived at TPI's discretion.

13.5 If the Customer is already in possession of a Domain Name which the Customer wishes to utilise, TPI will assist in the transfer of the Domain Name as required. TPI will make no additional charge for this service, however sometimes the registrar with which the Customer has registered their Domain Name may require a transfer fee, which will be payable by the Customer.

13.6 There will be no reduction in the charges made for Ongoing Services if the Customer is already in possession of a Domain Name or Names.

13.7 TPI reserves the right to refuse to transfer Domain Names if any payments owing to TPI remain outstanding.

13.8 TPI shall accept no liability for any financial loss resulting from a Domain Name or Names not being renewed.

13.9 TPI shall have no liability arising from any financial loss arising from any registered email address or mailbox not being available.

14. SEO & SOCIAL MEDIA MARKETING

Search Engine Optimisation (SEO)

14.1 TPI offers a comprehensive search engine optimisation (SEO) service comprising of four separate stages. Charges apply to each stage of this service. Each stage is offered as a stand-alone service. The Customer is therefore under no obligation at any time to purchase all of the stages or a combination of some of the stages.

14.2 Where specified in the Contract or Order, TPI shall provide a search engine optimisation service which shall entail TPI using its reasonable endeavours to improve the ranking of the Customer Website in response to a search engine search, only in relation to the search engines "Google", "Yahoo" and "Bing".

14.3 All relevant Customer Website pages include “meta tags” to assist with search engine indexing. These pages will be tailored by TPI to reflect the name, location and key features of the Customer’s business activities. Once completed, the Customer Website will initially be submitted to those search engines which provide free listings as specified in 14.2.

14.4 Whilst TPI will use reasonable endeavours to improve the position of the Customer Website in the nominated search engine results in response to a search request, TPI does not warrant that this effort is in any way guaranteed.

14.5 TPI shall have no liability to the Customer for any changes to the position of the Customer Website in the nominated search engine results in response to a search.

Social Media Marketing

14.6 TPI offers a range of social media marketing services, including but not limited to social media campaigns, email campaigns, pay per click (PPC) advertising and analytics services.

14.7 Where specified in the Contract or Order, TPI shall provide a social media marketing service which shall entail TPI using its reasonable endeavours to improve the marketing activities of the Customer Website. TPI does not, however, warrant and shall have no liability to the Customer in guaranteeing the results of any such efforts.

14.8 The Customer agrees to adhere to the terms and conditions of all social media services, websites and networks.

14.9 TPI shall have no liability for any material submitted by the Customer to all social media services, websites or networks, and TPI cannot accept liability in respect of the content, accuracy or suitability of any material submitted.

15. COMPLIANCE

15.1 TPI makes every effort to update, as and when necessary, those areas of Customer Websites which require modification and changes to satisfy the requirements of the relevant Compliance Authority. Such changes will usually be required as a result of new legislation, FSA rule changes, and the effects of the annual government budget.

15.2 Where the Customer’s business requires that the Customer Website must be approved by the relevant Compliance Authority, the Customer Website will not be made accessible in the public domain until the Customer or the relevant Compliance Authority has approved the Customer Website and the Customer has instructed TPI to make the Customer Website “live”. Amendments required to satisfy the relevant Compliance Authority will be made at no additional cost to the Customer.

15.3 It is important to note that TPI is not authorised to confirm that the Customer Content / Data will satisfy the relevant Compliance Authority, and the responsibility for satisfying the requirements of the relevant Compliance Authority will always lie with the Customer. The Customer is responsible at all times for ensuring that the Customer Website and any changes to the Customer Website satisfy the requirements of the relevant Compliance Authority. The Customer is responsible for keeping a copy of the Customer Website and details of all changes to the Customer Website for compliance purposes. TPI will ordinarily retain only a copy of the most current version of the Customer Website.

16. CUSTOMER WARRANTIES

16.1 The Customer warrants that:

16.1.1 the Customer has the right to include, and permit TPI to include, the Information and the Customer Content / Data on the Customer Website, or has obtained the rights from third parties to do so;

16.1.2 the Customer will not supply TPI with, nor upload to the Customer Website, post, email, or otherwise transmit (or allow to be transmitted) by the Customer Website (or request that TPI carries out any such upload, posting, email or transmission on the Customer's behalf), of any Information or Customer Content / Data that is: unlawful, harmful, threatening, abusive, harassing, tortious, indecent, defamatory, obscene, libellous, menacing or invasive of another person's privacy, hateful or racially, ethnically or otherwise objectionable, or harmful to minors in any way; in breach of any third party right under any law or under a contractual or fiduciary relationship; an infringement of any Intellectual Property Rights; unsolicited or unauthorised advertising, promotional material, unsolicited bulk email (also known as "junk mail"), "spam", "chain letters", "pyramid schemes", or any other form of solicitation; containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intentionally or unintentionally a violation of any applicable law and / or regulation having the force of law; data which contravenes the United Kingdom Data Protection Legislation in any way;

16.1.3 the Customer will not:

misuse THEPRININN.COM and other websites owned and operated by TPI by introducing viruses, worms or other material which is technologically harmful; attempt to gain unauthorised access to THEPRININN.COM and other websites owned and operated by TPI, the Server on which THEPRININN.COM and other websites owned and operated by TPI are stored or any other server, computer or database connected to THEPRININN.COM and other websites owned and operated by TPI; or attack THEPRININN.COM and other websites owned and operated by TPI via a denial-of-service attack or a distributed or malicious denial-of service attack.

16.1.4 the Customer will comply with the Data Protection Act 1998.

16.2 The Customer accepts that TPI is under no obligation to monitor or approve the Information and the Customer Content / Data and accepts that TPI excludes all liability of any kind for all material comprising the Information and the Customer Content / Data.

16.3 TPI warrants that:

16.3.1 TPI shall perform the Services with reasonable skill and care in accordance with the standards generally observed in the industry for similar services; and

16.3.2 TPI will comply with the Data Protection Act 1998.

17. INTELLECTUAL PROPERTY

17.1 The Customer acknowledges that any Intellectual Property Rights created, developed, subsisting or used by TPI in or in connection with the provision of the Services shall be the sole property of TPI.

17.2 Where applicable all right, title and interest in and to the Intellectual Property Rights in the Standard Content shall vest exclusively in TPI. All rights are reserved. None of this material may be reproduced or redistributed without TPI's written permission.

17.3 As such, and subject to the agreement between the Customer and TPI in respect of Clause 17.5 below, TPI shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative

works, and distribute such material unless specifically agreed otherwise. In addition, TPI shall be free to use any ideas, concepts, know how or techniques acquired in the construction of websites for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and any other items incorporating such information unless specifically agreed otherwise.

17.4 Nothing in this Contract grants to the Customer any rights to sell or market the Intellectual Property of TPI to any third party.

17.5 All right, title and interest in and to the Intellectual Property Rights in the Customer Content / Data which is provided for publication on the Customer Website either by the Customer or any other third party (excluding TPI) commissioned by the Customer, together with all User Generated Content and information regarding Users shall vest exclusively in the Customer.

17.6 In respect of the Customer Website Design Services, all right, title and interest in and to the Intellectual Property Rights in the Customer Content / Data and the design contained within the scope of the Customer Website Design Services, the text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) shall vest exclusively in the Customer, with the express exception, if applicable, of the Standard Content which shall vest exclusively in TPI, subject to the stipulations of early Contract termination outlined in Clause 24 below.

18. INDEMNITY

18.1 The Customer shall indemnify TPI against any loss, damage, cost or expense (including reasonable solicitors' fees and expenses) which TPI may suffer or incur as a result of:

18.1.1 any claim by any third party that the Customer's Information or Content infringes the Intellectual Property Right of a third party or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or constitutes unsolicited advertising or promotional material;

18.1.2 work done in accordance with the Customer's instructions in hosting of the Customer Website on the Server involving the infringement of any Intellectual Property Right (including but not limited to linking to third parties' web sites);

18.1.3 any claim by a third party arising from the Customer's breach of the warranties under Clause 16.1 above;

18.1.4 any claim by a third party suffering subsequent faults and damages caused to hardware, software programs, or such damages as loss of production and earnings, due to materials supplied by the Customer for use by TPI.

18.2 TPI shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Contract, the Order, the Server, the connectivity to the Internet, the hosting, the Customer Website, the Specification, the Software, their use, application, support or otherwise, except to the extent which it is unlawful to exclude such liability.

18.3 The Customer shall indemnify TPI against any loss, damage, cost or expense (including reasonable solicitors' fees and expenses) which TPI may suffer arising from any act, omission, neglect or default, of the Customer, its agents, or employees, or arising from or in connection with a breach of the Customer's obligations, representations and warranties in respect of Customer Content / Data or Information provided by the Customer in connection with the Customer Website, Order, Specification, Product(s) and / or Service(s) as provided in this Agreement.

18.4 It is the responsibility of the Customer to be familiar with the relevant data protection and privacy laws and recognise that TPI has no control or influence over email content processed by Internet Service

Providers. The Customer shall hold TPI harmless from and indemnify TPI against any claims by any party relating thereto.

19. LIMITATON OF LIABILITY

19.1 TPI's total liability to the Customer in respect of the warranty provided under clause 16.3 in contract, tort (including but not limited to negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any economic loss or other damage of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings, any damage to the Customer's reputation or depletion of goodwill or otherwise), arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount paid by the Customer pursuant to the Customer Website, Product(s), Service(s) or Order as outlined in the relevant Contract, or a refund of the relevant Contract price.

19.2 TPI shall not be liable to the Customer for any economic loss or other damage of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings, any damage to the Customer's reputation or depletion of goodwill or otherwise), in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Customer Website, Product(s), Service(s) or Order as outlined in the relevant Contract.

19.3 TPI shall not be liable for any economic loss or other damage of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings, any damage to the Customer's reputation or depletion of goodwill or otherwise) resulting from its failure or delay in performing TPI's obligations pursuant to the Customer Website, Product(s), Service(s) or Order to the extent that such failure or delay arises from circumstances beyond TPI's control. Neither party intends that any of these Terms of Business will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

19.4 TPI provides the Customer Website to the Customer on an "as is" and "as available" basis and TPI does not warrant that the Customer or any of the Customer's users will be able to access the Customer Website at all times or that the Customer Website will be absolutely secure, uninterrupted or free from infection and viruses. TPI will not be responsible for the Customer's failure to provide the Customer's services on the Customer Website, or for errors which relate to the provision of the Customer's services on the Customer's Website, or for technical problems that may hinder the efficacy of the Customer Website.

19.5 TPI uses reasonable endeavours to ensure that the data on the Customer Websites is accurate and to correct any errors or omissions as soon as practicable after being notified of such errors or omissions. TPI does not monitor, verify or endorse information submitted by third parties for posting on the Customer Website and the Customer acknowledges that such information may be inaccurate, incomplete or out of date.

19.6 To the extent permitted by applicable law, TPI disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Customer Website. TPI does not guarantee that the Customer Website will be fault free and TPI will not accept liability for any errors or omissions.

19.7 In no circumstances whatsoever shall TPI be liable for economic, indirect or consequential loss arising from delays or service interruptions to the Customer Website or any Product(s) or Service(s) supplied by TPI to the Customer. Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on to the Customer Website, any liability which TPI may

have for any losses or claims arising from an inability to access the Customer Website, or from any use of the Customer Websites or reliance on the data transmitted using the Customer Website, is excluded to the fullest extent permissible by law.

19.8 TPI shall not be responsible for any economic loss or other damage of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings, any damage to the Customer's reputation or depletion of goodwill or otherwise), occasioned by computer viruses, whether introduced by TPI's software or otherwise.

19.9 TPI shall not be responsible for any economic loss or other damage of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings, any damage to the Customer's reputation or depletion of goodwill or otherwise) occasioned by unforeseen hardware problems which could affect continuity of service.

19.10 TPI shall not be held liable for any economic loss or other damage of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings, any damage to the Customer's reputation or depletion of goodwill or otherwise) or damage caused by the use, misuse, unavailability or removal of Products and / or Services.

19.11 TPI shall not be liable in the event that a Domain Name has been already registered by some other person at the time when TPI seeks registration of a Domain Name on behalf of a Customer, in which event (if applicable) TPI will make a full refund to the Customer without any other liability on the part of TPI for loss by the Customer. If TPI is unable to register a Domain Name selected by the Customer, TPI will seek to secure an alternative Domain Name of the Customer's choosing.

19.12 TPI does not guarantee that TPI will be able to secure Domain Name(s) on behalf of the Customer and acceptance by TPI of the Customer's Order shall not give rise to any such warranty in respect of the details appearing on the Order. TPI is not notified whether or not attempts to secure Domain Name(s) have been successful and it is the Customer's responsibility to establish whether or not the Domain Name(s) have been successfully secured. TPI gives no warranty that, once secured, the Customer will be permitted to retain such Domain Name(s).

19.13 The Customer should not take any step or act based on the Customer's ownership of the Domain Name(s) until the Customer has received legal confirmation from the relevant Internet Registration Authority that the Customer is the registered owner of the Domain Name.

19.14 TPI provides no assurances as to the online ranking, positioning and prominence of Customer Websites within an individual search engine or directory or any such third party websites.

19.15 TPI uses all reasonable skill and care in the operation of THEPRINTINN.COM and any other websites owned and operated by TPI and in providing the Products and Services presented therein. However, ANTiT makes no representation and excludes any warranty, express or implied, as to the availability, quality, accuracy, timeliness, completeness, performance or fitness for purpose of THEPRINTINN.COM, its Products and Services and any other websites owned and operated by TPI and their Products and Services.

19.16 The Customer may obtain products, goods or services from third party organisations following the Customer's use of THEPRINTINN.COM and any other websites owned and operated by TPI. TPI does not accept any liability for any such products, goods or services, which are provided by third party organisations over which TPI has no control. It is the responsibility of the Customer to be satisfied that the Customer wishes to purchase the services provided by the third party organisation before contracting with and agreeing to the terms and conditions of the third party organisation.

19.17 Except in the event of death or personal injury caused by TPI's negligent acts or omissions, TPI shall not be liable in any way for any damages arising in contract, tort or otherwise in respect of loss or damage arising out of or in connection with the Customer Website, Product(s), Service(s) or Order as outlined in the relevant Contract or the operation or use by the Customer of the Customer Website, Product(s), Service(s) or Order as outlined in the relevant Contract.

19.18 In no event will TPI be liable for any direct, indirect or consequential damages in contract or tort, (including but not limited to negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any economic loss or other damage of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings, any damage to the Customer's reputation or depletion of goodwill or otherwise), arising in connection with claims made by third parties.

19.19 Neither party shall be liable for any failure in the performance of any of its obligations under the Contract caused by factors beyond either party's reasonable control.

19.20 Nothing in these Terms of Business excludes or limits the liability of TPI for fraudulent misrepresentation or for any death or personal injury caused by TPI's negligence.

20. CONFIDENTIALITY

20.1 Both TPI and the Customer agree and undertake that both parties will hold in complete confidence any Confidential Information disclosed to the other party, and will not disclose any Confidential Information in whole or in part at any time to any third party, nor use Confidential Information for any purpose other than the performance of that party's obligations under the Contract.

20.2 This provision shall survive the termination of the Contract for any reason for a period of 2 years commencing immediately on the date of such termination.

20.3 The obligations set out in this Clause 20 shall not apply to any Confidential Information which:

- 20.3.1** at or prior to the time of disclosure was known to the receiving party as evidenced in writing, except to the extent that such information was unlawfully appropriated;
- 20.3.2** at or after the time of disclosure becomes generally available to the public other than through any act or omission on the part of the receiving party;
- 20.3.3** is received from a third party free to make such disclosure without breaching any legal obligation;
- 20.3.4** is independently developed by the receiving party; or
- 20.3.5** is required to be disclosed by law, court order or request by any government or regulatory authority.

21. PRIVACY

21.1 TPI is committed to protecting the Customer's privacy. To this end, TPI conforms to the requirements of the Data Protection Act 1998.

21.2 When Customers or any other users submit sensitive information via THEPRINTINN.COM or other websites owned and operated by TPI, the information is protected both online and off-line. In order to prevent unauthorised access or disclosure, TPI operates suitable physical, electronic and managerial procedures in the storage and disclosure of information to safeguard and secure the information collected online.

21.3 Sensitive Customer information (such as credit card or bank account details) is encrypted using SSL encryption software.

21.4 TPI may collect information from Customers including names, contact information including email addresses, postal addresses and other information relevant to customer surveys and / or offers including Customer preferences and interests.

21.5 If a Customer's personally identifiable information changes (such as postcode), or if a user no longer requires service from TPI, TPI will endeavour to correct, update or remove that user's personal data provided to TPI.

21.6 From time to time, TPI may request information from Customers via surveys or contests. Participation in these surveys or contests is completely voluntary and the Customer has a choice whether or not to disclose any information requested. Information requested may include contact information (such as name and delivery address), and demographic information (such as postcode, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the functionality of WEBPRO or other websites owned and operated by TPI.

21.7 TPI requires this information for internal record keeping and to understand Customer needs and requirements in order to enhance TPI's service to Customers.

21.8 From time to time, TPI may send promotional emails using the email address provided by the Customer about new products, special offers or other information, which TPI considers may be relevant to the Customer.

21.9 From time to time, TPI may use the information provided by Customers to contact Customers for market research purposes. TPI may contact the Customer by email, phone, fax or mail. TPI may use the information to customise THEPRINTINN.COM or other websites owned and operated by TPI according to the Customer's interests.

21.10 TPI will not sell, trade, rent or distribute the names or e-mail addresses of Customers to any third party.

21.11 All links to external websites made available are provided as a convenience to Customers. TPI does not have control, exercises no responsibility and makes no representations regarding the accuracy or any other aspect of the content/information found or used on visiting any third party website. The provision of a link to a third party website should not be considered as an express or an implied endorsement of any content or information, products or services that may be available to the Customer or through the third party.

21.12 Where links are provided to external websites, the Customer should be noted that these links are not and cannot be governed by TPI's Privacy Policy. TPI cannot guarantee the Customer's privacy when accessing external websites through any link provided on THEPRINTINN.COM or other websites owned and operated by TPI.

21.13 If TPI decides to change its Privacy Policy, TPI will post those changes within these Terms of Business in order that the Customer is always aware of the information which TPI collects and how TPI uses the information.

21.14 If at any point TPI decides to use personally identifiable information in a manner different from that stated at the time it was collected, TPI will notify the Customer by way of an email. The Customer will have a choice whether or not TPI uses the Customer's information in this different manner. TPI will use information in accordance with the Privacy Policy under which the information was collected.

21.15 If the Customer registers as a user of THEPRINTINN.COM or other websites owned and operated by TPI, the Customer will be asked to provide some basic information. It is important to note that registration is not required for all sections of THEPRINTINN.COM or other websites owned and operated by TPI.

21.16 TPI has put in place technological and operational security systems which provide protection against the loss or misuse of personally identifiable information.

21.17 Any questions relating to the security of THEPRINTINN.COM or other websites owned and operated by TPI should be sent to info@theprintinn.com

22. COPYRIGHT

22.1 If the Customer supplies TPI with text, photography, artwork, files, leaflets, brochures, information or material of any kind, TPI will not at any time be responsible whatsoever in regard to copyright, errors or omissions, faults or subsequent damages, including the submission to TPI by the Customer of software, discs or electronic transfers for publishing on the web.

22.2 If the Customer ceases to use the services of TPI, the Customer may not use any part of the Customer Website (except that provided by the Customer or by a third party) on any other website.

22.3 Software copyright and versions of software developed specifically for Customers are covered in TPI's Software Development Contract which is outside the scope of these Terms of Business.

23. THIRD PARTY CONTENT

23.1 The Customer Website may contain information, content and links to services supplied by the Customer or provided by third parties. TPI accepts no liability for any damages or losses incurred by the Customer or the Customer's clients from the use or non-availability of such content.

24. TERM AND TERMINATION

Customer Website Design Services, including software development and back-end administration systems

24.1 On receipt of the Customer's Order and a non-refundable deposit of 50% of the value shown on the Order attributable to the Customer Website Design Services, the Contract is deemed to have commenced.

24.2 Any subsequent cancellation by the Customer would result in the 50% deposit being retained by TPI, and Title to the Product(s) and / or Service(s) supplied under the Order would be retained by TPI.

24.3 If, on receipt by TPI of a notice of cancellation, it is deemed that in excess of 50% of the Order has been completed, the Customer agrees to pay TPI the difference in cost between the deposit and the work completed up until the date of the notice of cancellation.

24.4 Upon termination of the Contract, the Customer shall cease immediately to be entitled to use the Customer Website Design Services unless or until the Customer has paid to TPI all outstanding Charges up to the date of termination together with any sums due in respect of the Ongoing Services.

24.4.1 Ongoing services are provided on an initial 12-month contract from the date of order or start of the contract ("Initial Term") at which point the Ongoing Services will be renewed automatically for

successive periods of 12 months (each 12 month period being a "Renewal Period").

24.4.2 Cancellation of your standing order to us for any reason other than termination of contract with THEPRINTINN.COM will incur a penalty equivalent to £50.00 reinstatement fee and 4% above base rate per week on outstanding balances.

24.4.3 We reserve the right to cease or suspend all services or remove your web site from the web or stop support under the Ongoing Services, if at such time there is a dispute or delay over an agreed payment or receipt of completed standing order, with no prior notice.

24.4.4 Either party may terminate the Contract by giving the other party not less than 1 months' written notice to expire at the end of the Initial Period or the end of any Renewal Period.

24.4.5 You may terminate the Contract prior to the expiry of the Initial Period or any Renewal Period by giving us not less than 1 months' notice provided you pay to us all the fees we would have earned and we would have become entitled to if the Contract had not been terminated prior to end of the Initial Period and/or Renewal Period.

Notice

24.5 Notice is required in writing for the cancellation of Products and Services. Failure or delay by TPI in enforcing any term of the Contract shall not be construed as a waiver of any of its rights under it.

24.6 Either party may terminate the Contract, in whole or in part, by written notice if the other is in Default under this Contract and fails to remedy such Default (if capable of remedy) within 30 days of a written notice to do so.

24.7 Either party may terminate this Contract immediately and without notice if:

24.7.1 the other enters into a composition with its creditors;

24.7.2 an order is made for the winding up of the other;

24.7.3 an effective resolution is passed for the winding up of the other (other than for the purpose of amalgamation or reconstruction on terms approved by the first party (such approval not to be unreasonably withheld)); or

24.7.4 the other has a receiver, manager, administrative receiver or administrator appointed in respect of it.

24.8 Termination of the Contract shall be without prejudice to any other rights or remedies of either party.

24.9 The terms of Clause 17 (Intellectual Property), Clause 18 (Indemnity), and Clause 20 (Confidentiality) shall survive the termination (howsoever arising) of the Contract.

25. ASSIGNMENT AND SUB-CONTRACTING

25.1 None of the rights or obligations of the Customer under the Contract may be assigned or transferred in whole or in part without the prior written consent of TPI.

25.2 The Customer Website shall be for the sole use of the Customer and shall not be capable of assignment to a third party by the Customer.

25.3 TPI shall be entitled to sub-contract any work relating to the Contract without obtaining the consent of, or giving notice to, the Customer.

26. NOTICES

26.1 Any notice or other communication to be given under these Terms of Business must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission.

26.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile transmission, at the time of transmission.

26.3 If TPI decides to change its Privacy Policy, TPI will post those changes within these Terms of Business in order that the Customer is always aware of the information which TPI collects and how TPI uses the information.

26.4 If at any point TPI decides to use personally identifiable information in a manner different from that stated at the time it was collected, TPI will notify the Customer by way of an email. The Customer will have a choice whether or not TPI uses the Customer's information in this different manner. TPI will use information in accordance with the Privacy Policy under which the information was collected.

26.5 If the Customer registers as a user of THEPRINTINN.COM or other websites owned and operated by TPI, the Customer will be asked to provide some basic information. It is important to note that registration is not required for all sections of THEPRINTINN.COM or other websites owned and operated by THEPRINTINN.COM.

26.6 TPI has put in place technological and operational security systems which provide protection against the loss or misuse of personally identifiable information.

27. INVALIDITY

27.1 The invalidity, illegality or unenforceability of any provision of these Terms of Business should in no way affect the other Terms.

28. THIRD PARTY RIGHTS

28.1 A person who is not party to the Contract of these Terms of Business shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Terms of Business. This Clause 28 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

29. GOVERNING LAW

29.1 These Terms of Business and the Contract shall be governed and interpreted in all respects in accordance with English law.

29.2 The parties irrevocably agree that the courts of England shall (subject to Clause 29.3 below) have exclusive jurisdiction to settle any dispute, which may arise out of, under, or in connection with these Terms of Business.

29.3 TPI shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of the Customer's residence or, where these Terms of Business are entered into in the course of the Customer's trade or profession, the country of the Customer's principal place of business.