

## WEBSITE AND OR MOBILE DESIGN USE TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms and conditions for a customised website and or mobile application design and hosting and maintenance. The provisions contained in these Terms and Conditions incorporate and are supplemental to vServices Limited General Terms (vSL.2017.TC.01) and Conditions and our Privacy Policy, IT Policy, Data Protection Policy by which you are also bound, to the extent they are not modified by this Agreement. Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Content”</b>	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
<b>“We/Us/Our”</b>	means vServices Limited , a company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road Fitzrovia London W1T 4TQ.

### 2. Information About Us

2.1 **Our Site, <https://www.vservices.com>, is [owned and] operated by Our Site, <https://www.vservices.com>, is [owned and] operated by vServices Limited [a limited company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road Fitzrovia London W1T 4TQ.**

### 3. Website and/or mobile design and/or Mobile Application Development Service

3.1 The vServices Limited website and or mobile application design service is a service in which vServices Limited offers website and or mobile application design and website package customised design options. Following a brief information gathering consultation call with a vServices Limited design agent and materials received from the Customer, the vServices Limited design agent will use the information and materials to create a website and or mobile application design for the Customer. Once created and paid for, the website and or mobile application, design is licensed to the Customer, who can either manage the website and or application himself or herself. The scope of a vServices Limited for hosting or have vServices Limited maintain it within the scope of a separate service from vServices Limited. Services will not include

flash, logo creation or editing. Except as provided below, the Service does not include any ongoing updates and shall consist solely of the initial build only. The provision of the Service shall be considered complete once the Customer approves or is deemed to have approved the initial recommendation for the design as provided by the vServices Limited design agent.

- 3.2 The vServices Limited design agent shall use reasonable efforts to consider and incorporate the Customer's requirements but the final design decisions will be at the vServices Limited design agent's sole discretion and vServices Limited reserves the right to substitute reasonably appropriate content in its sole discretion. vServices Limited reserves the right to refuse to provide the Service for any reason at its sole discretion. \*Additional pages available for additional fees.
- 3.3 Within the services offered by the vServices Limited, a website and or mobile application design is created based on the Customer's specifications. The services correspond to the applicable scope of services and can only be used in connection with a vServices Limited contract. Use in combination with other hosting products or services from vServices Limited or other hosting providers is excluded.
- 3.4 The service can be booked at any time within the scope of an existing contract or when a new one is signed. The Customer is charged a one-time fee for this service, in addition to the monthly fees for the relevant vServices Limited website and or mobile application design or hosting package.
- 3.5 Prices for Customised website and or mobile application development service are varying based on the customer rudiments and to be agreed separately.
- 3.6 The Customer has the right to revoke the order for creation of a website and or mobile application service by the vServices Limited by e-mail or phone at no charge at any time until acceptance of vServices Limited's proposed design. vServices Limited shall retain all right, title, and interest and to the website and or mobile application design, and the Customer may not copy or use the design anywhere else.
- 3.7 As soon as the Customer agrees to the proposed design, the Customer shall be obligated to pay for the services rendered. The Customer shall be responsible for paying all costs incurred by vServices Limited for the creation of the website and or mobile application. The 30-day money-back guarantee that is offered for some other vServices Limited product is explicitly excluded for this service.
- 3.8 Cancelling the vServices Limited website and or mobile application design service has no effect on any other existing and these contracts must be cancelled separately, according to the applicable provisions.
- 3.9 The invoice is generally issued right after the order, but no later than when the Customer accepts the proposed design. If creation of the website and or mobile application is delayed through no fault of vServices Limited, for example due to missing or unacceptable materials from the Customer, the payment date on the invoice shall not be affected. vServices Limited may in its sole discretion determine whether the materials provided by the Customer are acceptable and suitable for use on the vServices Limited website.
- 3.10 In order to understand the Customer's requirements and preferences in terms

of the structure, appearance and content of the website and or mobile application, vServices Limited will ask the Customer for general information on the Customer's business, target groups and products or services offered during the initial phone consultation.

- 3.11 Based on the Customer's requests and information, vServices Limited will create an appropriate layout and present it to the Customer as a proposed design. If the Customer accepts this design, vServices Limited will begin creating the website and or mobile application based on this design. If the Customer does not accept the proposed design, vServices Limited will provide the Customer with up to 2 other design proposals. If the Customer rejects all three proposed designs, vServices Limited may terminate services with no further obligations to the Customer.
- 3.12 The Customer will be asked to provide files and information ("Input Materials") for the setup of the website or mobile application. The Input Materials should include suitable images, texts (e.g. a company description, legal notice, terms and conditions, privacy notice) or the company's logo.
- 3.13 If the Customer's files are not, in vServices Limited's opinion, suitable (for example if the image resolution is too low or are otherwise not acceptable to vServices Limited in its sole and absolute discretion), vServices Limited reserves the right to replace the material provided by the Customer with material suitable for the relevant industry (images and texts) according to its best judgment. vServices Limited will not provide legal advice concerning the design requested by the Customer.
- 3.14 After the text content has been implemented, the Customer's website and or mobile application will be optimized for search engines. Search engine optimization takes time and vServices Limited makes no warranties about how long it will take or the specific results. Basic SEO is offered. Continued Search Engine Optimisation is a separately payable service and fees to be agreed in advance.
- 3.15 The Customer can request changes and corrections from vServices Limited during the process of creating the website and or mobile application at any time during the aforementioned service times. However, changes deviate significantly from the accepted proposed design are excluded.
- 3.16 The Customer will be notified by vServices Limited when the Customer's work is completed. Upon completion and payment in full for the services, the Customer will automatically be granted a license to use the website and or mobile application design created by vServices Limited, but vServices Limited shall retain ownership of the design. Following notification of completion, the Customer may, in a single communication, request small changes such as textual changes, replacement of an image, changes to a headline, etc. from vServices Limited one time only. Larger changes to the layout, page structure or colour scheme/typography, as well as any additional changes, are excluded. vServices Limited employees have the sole and absolute discretion to decide whether a change can be made within the scope of the vServices Limited agreed service. The Customer does not have the right to have his or her change requests fulfilled.
- 3.17 vServices Limited will not create terms and conditions, legal notices, privacy notices or other legal texts for the Customer. The Customer bears sole

- responsibility for the completeness and accuracy of the legal texts he or she provides to vServices Limited for the purpose of integration into the Customer website.
- 3.18 After the design is published, the Customer may request that his or her website and or mobile application be taken off line so that it is not available to the general public. vServices Limited shall make reasonable efforts to comply with such requests without undue delay.
- 3.19 The vServices Limited service in which, after creation of the website and or mobile application and hosting, vServices Limited takes no responsibility for maintaining and updating the existing website and or mobile application for the Customer, unless separately agreed and contracted.
- 3.20 Following any minimum contract term, the Customer can cancel the contract at any time. No refunds shall be issued upon cancelation. The 30-day money-back guarantee that is offered for other vServices Limited products is explicitly excluded for this service.
- 3.21 Cancelling the vServices Limited service has no effect on any other existing contracts, these contracts or services must be cancelled separately, according to the applicable provisions.
- 3.22 Invoices are issued on a monthly basis and payable in British Pounds.
- 3.23 vServices Limited updates and maintains the Customer's existing website and or mobile application on the Customer's requests and information. The Customer must request changes from vServices Limited by e-mail or phone, and provide any files, texts or information required for updating.
- 3.24 The property and any copyright or other intellectual property rights in (1) any Input Material shall belong to the Customer; (2) the Customer's website and or mobile application design. Any design decisions as to the Customer's website and or mobile design (whether or not implemented), along with any data or materials provided by vServices Limited ("Output Material") shall belong to vServices Limited, subject only to the right of the Customer to use the Output Material for the purposes of utilizing the Service.
- 3.25 The Customer agrees to comply with any and all applicable laws. The Customer is solely responsible for his or her domain or application hosting and the content of his or her website or mobile application. The Customer assumes sole liability for his or her input material provided to vServices Limited for the purpose of developing or maintaining the Customer's design for any other data provided, including but not limited to liability arising from unfair competition or antitrust, trademark, copyright, and other laws.
- 3.26 vServices Limited reserves the right to monitor use of the Customer's website and or mobile application to determine compliance with this Agreement, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, vServices Limited is under no obligation to do so, and you remain solely responsible for your domain name and website. You acknowledge and agree that neither vServices Limited nor any third party that provides content to vServices Limited will assume or have any liability for any action or inaction by vServices Limited or such third party with respect to any submission.
- 3.27 The vServices Limited Service includes the following services:
- 3.27.1 Scheduled phone interview (up to 60 minutes in length) with a vServices Limited expert to clarify the customer's requirements and preferences
- 3.27.2 Creation of a non-binding proposed design for the website, as well as a PDF summary of the website and or mobile application design for the Customer

- 3.27.3 Creation of a customised design using the vServices Limited image and text database, as well as the Customer's Input Materials such as his or her own images.
- 3.27.4 Basic SEO for the pages created (basic optimization includes adapting the texts to search engines based on the Customer's main keywords and configuration of the page title, URLs, images and meta descriptions, and listing the page with the search engines).
- 3.27.5 License of the website and or mobile application other Output Materials to the Customer