



Terms and Conditions

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1. Introduction

- i. These terms and conditions apply between you, the user of this website including any subdomains unless expressly excluded by the terms and conditions, **Archie Web Inc** (in this document referred to as 'we' or 'us' is the trading name of **Archie Web Incorporated Ltd (10757911)**), the owner and operator of this website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website immediately.
- ii. These terms and conditions, user or users means any third party that accesses the Website and is not either I employed by **Archie Web Inc** and acting in the course of their employment or ii engaged as a consultant or otherwise providing services to **Archie Web Inc** and accessing the website in connection with the provision of such services.
- iii. You must be at least 16 years of age to use this website. By using the website and agreeing to these terms and conditions, you represent and warrant that you are at least 16 years of age.

2. Intellectual property and acceptable use

- i. All content included on the website, unless uploaded by users, is the property of **Archie Web Inc**, our affiliates or other relevant third parties. In these terms and conditions, content means any text, graphics, SEO data, HTML, CSS, JS, images, audio, video, software, data compilations, page layout, and underlying code and any other form of information capable of being stored on a computer that appears on or forms part of this website, including any such content uploaded by users. By continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
- ii. You may, for your own personal, non-commercial use only, do the following:
 - View the content on a computer screen
- iii. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content without the written permission of **Archie Web Inc**.

Archie Web Incorporated Ltd (10757911)

Archie Web Inc, 2 Wall Close, Lawley Village, Telford operates the Website archieweb.co.uk and all subdomains. You can contact Archie Web Inc by email at info@archieweb.co.uk or Phone/What's App +44 07939 563589

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3. Prohibited use

- i. You may not use the website for any of the following purposes:
 - in any way which causes, or may cause, damage to the website or interferes with any other person's use or enjoyment of the website.
 - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.
 - making, transmitting, or storing electronic copies of the content protected by copyright without the permission of the owner.

4. Availability of the website and disclaimers

- i. Any online facilities, tools, services, or information that **Archie Web Inc** makes available through the website (The Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of the information, compatibility, and satisfactory quality.
- ii. Whilst **Archie Web Inc** uses reasonable endeavours to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all users take responsibility for their security, that of their details and their computers.
- iii. **Archie Web Inc** accepts no liability for any disruption or non-availability of the website.
- iv. **Archie Web Inc** reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the website.

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5. Limitation of liability

- i. Nothing in these terms and conditions will:
 - (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
 - (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
 - (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

- ii. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

- iii. To the maximum extent permitted by law, **Archie Web Inc** accepts no liability for any of the following:
 - any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill, or commercial opportunities.
 - loss or corruption of any data, database, or software.
 - any special, indirect, or consequential loss or damage.

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6. General

- i. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- ii. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the website from the date of publication. users should check the terms and conditions regularly to ensure familiarity with the then current version. These terms and condition contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place concerning the terms and conditions.
- iii. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- iv. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- v. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- vi. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

7. Warranty

- i. Each change or feature request is backed by a 30-day warranty and applies to code that is buggy, not working or not per specification**. Note that a specification must document and agreed upon.

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8. Notice Period

- i. Should you wish to leave, you are required to provide a minimum of **30-day** notice. Hosting and maintenance is an annual product billed monthly. Upon **30 days** notice, we will prorate the service to calculate your final invoice.
- ii. Failure to provide **30 days** notice or failure of payment or termination of service will require you to pay the remaining annual subscription fees. You may be expected to pay the remaining cost of the annual hosting and maintenance product even if your services have been suspended, or terminated permanently.
- iii. We will accept immediate exit to hosting and maintaining subscription and other subscription by settling the remaining annual subscription or a £25 admin, whichever is highest.
- iv. Sections 8.i to section 8.iii of this agreement apply but not limited to all subscription and invoices.
- v. You will be invoiced for any services up to the end of the agreement and any outstanding costs for development work completed.
- vi. You may be required to pay upfront.
- vii. Once your notice period has been submitted we will no longer agree to any changes outside critical errors.
- viii. You are responsible for requesting a copy of any IP or content.
- ix. From the date, your agreement ends your services will be deactivated. You then have a 90 day grace period whereby you may reactivate your service
- x. After the 90 day grace period, your services, IP and data will be permanently deleted from our servers.
- xi. Archie Web Inc withholds the right to suspend services permanently or other with zero notice. This may be as a result of and not limited to an internal or external investigation into the breach of this or other agreements.
- xii. You may at any time request content, code, full database data or schema's, processes, logic, algorithms, that you own. This can take up to one week (5 working days) to complete and a one-off admin fee of £25 will be added to your account for this service.
- xiii. Data report for SEO and data from the data tables (excluding any schema and all/most data in the database. See section 8.xii) is free and we aim to compile and send the report 24 hours after the request was received and acknowledged, this may not be possible in every scenario.

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9. Support & Out of Business Hours

- i. Archie Web Inc is a service provider and is happy to discuss all available options financially, physically or otherwise. It is the expectation of Archie Web Inc that any client experiencing difficulty is to contact us to assist them at their earliest convenience.
- ii. If you have an issue regarding an invoice or any other matters please contact info@archieweb.co.uk and the team will be able to help.
- iii. The support is also extended to technical support both in and out of business hours (9-5 Mon-Fri).
- iv. Urgent support may be invoiced at a higher hourly rate if support is required outside the core working hours (9-5 Mon-Fri)**.
- v. Out of hours support is charged at 150% and will include (Urgent code changes/or Live bug to be fixed out of core hours (9-5 Mon-Fri), changes at the request of you, the client to be completely out of core hours (9-5 Mon-Fri), or planned maintenance/deployment out of core hour (9-5 Mon-Fri) and at the request of the client).
- vi. Under most scenarios Server support, email support, website support will be covered in the monthly hosting and maintains subscription** you, the client will be notified if in any circumstances you are not covered.

10. Failure of Service & Downtime

- i. On the rare occasion you, the client experience a loss in service we will do our best to reinstate services as soon as possible, this may be within 24 hours.
- ii. We are committed to quality work, however, on occasion bugs may slip through the net. We will repair any issues relating to work we have carried out or bugs generated as a direct result of implementing our code.** This may be subject to the terms set in the warranty section of this agreement (**section 7**)
- iii. We may or may not be aware of any issues you are experiencing, it is important that you, the client contact Archie Web Inc to notify of any issues. Archie Web Inc may ask you, the client to assist with replicating, reproducing and testing the issues. It is important to cooperate.

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Testing & Sign-Off

- i. Quality is provided by detailed testing, Archie Web Inc test all services, code and products.
- ii. From time to time bugs, edge cases or missed criteria or otherwise may be missed from our QA process.
- iii. Archie Web Inc may call upon you, the client to test products, services or features
- iv. Archie Web Inc will request sign off on all work completed before the change is put into production** Unless required by the terms set out in (**sections 9 or 10**) of this agreement, you, the client will be accountable for sign off and agreeing work has been completed to the expectation and standards set out prior.
- v. If urgent changes are put live under (**sections 9 or 10**) of this agreement Archie Web Inc will contact you, the client as soon as convenient to inform you of the changes made and why. Under this scenario, Archie Web Inc will be accountable for sign off and agreeing work has been completed to the expectation and standards set out prior. This is in line with (**section 5**) of this agreement

11. Payments & Invoicing

- i. Payments are on a monthly cycle and invoices are to be settled within **30 days** unless agreed otherwise (in writing).
- ii. In some circumstances, a client may be required to pay in advance on an annual or bi-annual cycle.
- iii. Ad-hoc invoices for work completed are to be settled within **30 days** unless agreed otherwise (in writing).
- iv. Invoices are paid and generated via stripe. You are required to provide a debit or credit card for all reoccurring subscription unless agreed otherwise (in writing).
- v. You are required to pay a subscription fee for hosting and maintenance, an annual product, automatically billed monthly to the card on file unless otherwise agreed (in writing).
- vi. In some cases you may have subscriptions for other optional service or domain renewals, said subscriptions will also be managed and billed automatically via strip unless otherwise agreed (in writing).
- vii. We work on a £35 per hour rate this is subject to discount or pre-agreed fixed rates, at the discretion of Archie Web Inc and highlighted in all invoices.
- viii. For all billing, enquiries contact info@archieweb.co.uk or what's app +44 07939 563589

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12. Late & Failed Payments

- i. Late or failed payments (**30 days past the invoice date**) may result in a loss of service in line with (section 8 viii of this agreement) and a late payment fee of £25 will be added to the account.
- ii. Interest will be added in line with the **late payment of the commercial debts act** (<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>) every day beyond **45 days** of the invoice date at **8.5%**.
- iii. If a late payment fee and interest are accumulated, the client will see these charges on your next invoice. If the invoice in question is your last invoice in line with (section 8) of this agreement, a new version of said invoice will be generated and issued containing the latest charges.
- iv. If after **90 days** no payment has been made and no agreement (in writing) has achieved you will permanently lose your service.
- v. Archie Web Inc **cannot guarantee** the ability to reinstate or recover services or that of IP, code, content, data or otherwise once permanently suspended and an agreement has not been achieved.
- vi. Legal action will begin on or at **100 days**.

13. Legal Action

- i. Legal action will begin at **100 days** with written communication and intent to litigate.
- ii. The process will begin with evidence gathering of which a 2-days at full rates (£560 calc= 16hours * £35per hour) will be added to the charges.
- iii. A case will then be submitted to the courts with a case to recover the invoice, charges and legal fees.

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