

This document specifies the terms and conditions of Ataga Media Limited for Web Hosting and any required initial design and website build requirement.

These terms and conditions apply to all contracts for the sale of services or the provision of services by the Seller to the Buyer to the exclusion of all other terms and conditions including those, which the buyer may purport to apply under any purchase or similar document, on-line request or email. If the Buyer has accepted the terms and conditions of the seller on a previous occasion, either on-line, verbally or signed any future order placed by the Buyer with the Seller then it will be constituted that the Buyer has a full understanding of the terms and conditions of the Seller.

1 Defined Terms

- 1.1 "We", "Us", or "Seller" means Ataga Media Limited "Ataga"
- 1.2 "You" or "Buyer" means the person who buys, rents, leases or agrees to buy services from the Seller.
- 1.3 "Services" means the services, which the Buyer agrees to buy from the Seller.
- 1.4 "Hosting" means the Web Hosting of a web site, which the Buyer agrees to rent from the Seller.
- 1.5 "Conditions" means these conditions and any special terms and conditions agreed in writing or available to view on the Seller's website.
- 1.6 "Price" is the price for the Services, Hosting excluding insurance or VAT.
- 1.7 Period of hire for a web site ("Term") is a minimum of twelve months.

2 Price and Payment

- 2.1 The Buyer agrees to pay to the Seller an annual fee for the hosting of a website. This fee may be paid by standing order monthly subject to a request however this arrangements is not guaranteed
- 2.2 If your account remains in arrears for over thirty days we reserve the right to remove your web site from the internet, together with the ability to send and receive e-mails.
- 2.3 All prices quoted are strictly net. Value Added Tax is to be paid in addition at the prevailing rate, unless specifically itemized on the invoice. All quotations are valid for 30 days from issue and are subject to view of customer's data, digital files, originals, disks, artwork, and detailed instructions. The Seller reserves the right to alter the price and terms of any quotation if, upon inspection of the Buyers order, they differ significantly from the specification or time scales understood by The Seller when the quotation was given.
- 2.4 The Price shall be the Sellers quoted price at the time of online acceptance by the Buyer to which the Buyer has agreed. All prices quoted are valid for 30 days only after which time the Seller may alter them without giving notice to the Buyer.
- 2.5 In the case of non standard or bespoke work the Seller will give a written estimate of charges for the work to the Agent. Payment for the cost of the work will be required in full after the work is completed.
- 2.6 Unless otherwise agreed in writing all payment of the Price for all services shall be made in pounds sterling at the time of order and no services shall be completed until paid for in full.
- 2.7 In no circumstances shall the Buyer be entitled to make any deduction or withhold payment for any reason at all. Time for payment is of the essence.
- 2.8 Without prejudice to any other remedy available to the Seller, the Seller reserves the right to pass on credit collection fees to the Buyer plus statutory late payment interest.
- 2.9 In the event of unpaid invoices or termination of any agreements the Seller reserves the right to use the services of any 3rd party Agencies, Solicitors or data based Bureau to recover any sums of money that falls due including all expenses and costs with interest.
- 2.10 The Seller is entitled to recover the Price and VAT from the Buyer notwithstanding that property has not passed to the Buyer.
- 2.11 After the time for payment has expired the Seller has the right to take down the web site from the internet. The Seller may take this action even if the web site or services have been intermingled with other web sites or services, and may in addition or instead remove from the internet any web site previously provided by the Seller to the Buyer for which payment has been made.
- 2.12 The Seller reserves the right to claim a right, equivalent to a lien, over web space and or domain names purchased on behalf of the customer in respect of any customer debt.
- 2.13 The Buyer agrees to pay an administration charge of £40, plus VAT, to restore the Buyer's website in the event of its suspension for non-payment.

3 Delivery

- 3.1 Acceptance of delivery of the Services shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 3.2 Failure to deliver all the Services does not affect the liability of the Buyer to pay for the services that have been delivered.
- 3.3 The Seller is under no liability to the Buyer in respect of late delivery of any services or web site.
- 3.4 Dates for delivery or completion of a web site are not of the essence of this contract. The Buyer must contact the Seller within 3 working days of any completion of a web site if there is a problem with whether it is under or over supply or faults with any of the services supplied.
- 3.5 All service times and delivery dates quoted are from the receipt of the Client's orders and origination in our studio. The Seller reserves the right to alter these, if on inspection of the Client's order they differ significantly from the specification understood by us when the quotation was issued. The Seller will use its best endeavors to ensure that orders are completed within the times quoted but will not accept any liability for damages in the event of failure to comply. Delivery instructions will be adhered to closely but no responsibility can be accepted for delays. Ataga cannot accept any claim for consequential loss no matter how caused.

4 Defects

- 4.1 The Buyer will inspect the web site before launch and should there be any defect or failure to comply with the specifications ordered or lack of quantity the Buyer agrees that he will raise the matter with the Seller within 3 working days. (Saturday, Sunday and Bank Holidays are not classed as working days.) The Seller will be under no obligation to the Buyer in respect of any matter not reported to the Seller within that time.
- 4.2 If the web site is not in accordance with the contract for any reason the Buyer's sole remedy is limited to the Seller making good any shortage replacing the defective parts of the web site ordered or (at the Seller's election) refunding a proportionate part of the price.

5 Cancellation

- 5.1 In accordance with The Consumer Protection (Distance Selling) Regulations 2000 you have the right cancel within a period of 7 days from placing your order, provided we have not commenced work on your site. Once we have commenced work on your site the right to cancel is no longer applicable, in accordance with regulation 13(1)(c) of The Consumer Protection (Distance Selling) Regulations 2000.
- 5.2 Should you wish to cancel the contract after the minimum Term you must inform us in writing one month prior to the end of the initial contract period. After the minimum Term contract period you must inform us in writing one month prior to the date you require the contract period to end with us.
- 5.3 No order which has been accepted by us may be cancelled by you except with the agreement of us in writing and on terms that you must indemnify us in full against all loss (including loss of profit) costs (including the cost of labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.
- 5.4 We reserve the right to give one month's notice not to renew any contract for ongoing services. No reason need be given for this termination. Internet services are provided on an ongoing basis with all payments due in advance of service. All charges are deemed contracted for a period of 12 months from the initial installation or setup. The initial term will start on the first day of service following the end of any agreed trial period or the date the customer receives access information where no trial has been requested. If the customer terminates this contract before the end of the initial period, then we will debit the your account with a sum equal to the charges otherwise due for the remainder of that initial period.
- 5.5 Upon cancellation, we agree to provide a static copy of your website (a "site rip") if requested by you. You accept that any dynamic functionality will be lost, including but not limited to form, editing, and e-commerce ("webshop") functionality.
- 5.6 Upon payment of an administration fee of £40 (exclusive of VAT), we agree to transfer control of your domain names to a registrar nominated by you. You accept that we will not renew registration of any domain name after cancellation, and that failure to nominate a registrar will therefore lead to the expiry of domain names concerned. You understand that we will remain responsible for the domain names until their transfer or expiry, after which we have no further responsibility.

6 Improper Use

- 6.1 The Seller's services may only be used for lawful purposes. It is the Buyer's responsibility to ensure that material is not in contravention of applicable legislation such as, but not limited to: pyramid selling schemes, material judged to be obscene, threatening or racially prejudiced in the following countries:
- a. The United Kingdom, where Ataga is situated.
 - b. The country where the customer's domain is registered.
 - c. The country where the web server resides.
 - d. Countries where the customer's services/products are available.
- 6.2 The Seller reserves the right to immediately temporarily remove hosted web pages and or images on sites, which the Seller controls if it has reason to believe the pages or images may be illegal, or in breach of intellectual property laws pending further investigation. No reimbursement will be made for any period when pages or images are unavailable for this reason. Replacement of infringing pages or images by non-infringing pages or images will incur further charges at our standard Web Maintenance rates.
- 6.3 The Seller reserves the right to immediately permanently remove, in whole or in part, any web site hosted by which repeatedly exceeds the agreed bandwidth limitations in the case that the customer refuses to make changes to the site to bring the bandwidth requirements within the agreed limits or purchase more bandwidth. No reimbursement will be made in this case.
- 6.4 The Seller reserves the right to immediately temporarily suspend or permanently remove hosted web pages and images, and to terminate any other service provided, in the event that the customer is in arrears with any payments. The customer will be notified of the arrears and where there is no response within seven days this will be acted upon.
- 6.5 The Buyer may not use, nor permit the use of, the services for the sending of unsolicited and/or bulk e-mail. The Seller reserves the right to disable e-mail services without notice upon learning of such activity. The Seller reserves the right to seek legal remedy if such activity impacts the Seller's ability to provide services to other customers.

7 Breach

- 7.1 If the Buyer shall be in breach of any of their obligations under the contract the Seller may (without prejudice to the Seller's rights subsequently to determine the contract for the same cause should it so decide) suspend further deliveries of services without notice until any defaults by the Buyer are remedied.

8 Buyer's Indemnity

- 8.1 Where the services are to be manufactured or any process is to be applied to the services by the Seller in accordance with a specification submitted by the buyer or where any designs or artwork have been supplied by the Buyer, the buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's design, artwork or specification. The Buyer agrees to indemnify and hold harmless the Seller from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permission.

9 Proofing

- 9.1 It is the responsibility of the Buyer to check all text, content, design, illustrations, photography, technical information, provided by the Seller, for omissions, copy or clerical errors, colour values or corrections. The Buyer must certify all web sites by email or in writing as being correct prior to commencement of the web site launch and the Seller will incur no liability for any errors not corrected by the Buyer. Launch of a web site onto the internet will not be completed until the web site has been approved for launch. By the sending of an e-mail confirming the website is ready to launch you are hereby agreeing to our terms and giving notice to the Seller to proceed with your website launch. If the Seller is instructed to complete without the web site being checked, they cannot be held responsible for the quality of reproduction and or consequential losses arising as a result of any errors, omissions or incorrect colour reproduction.

10 Exclusions of Liability

- 10.1 The Seller will incur no liability for any errors not corrected by the Buyer. By their nature services do not have a redeemable value and no refunds or credits will be payable by the Seller for Services correctly supplied to the Buyer.
- 10.2 All terms, conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise relating to the quality or fitness for purpose are excluded.
- 10.3 Services are sold by the Seller to the Buyer without any warranty or condition or representation as to the fitness of any Services for any particular purpose.
- 10.4 In the event of any breach of contract by the Seller the remedies of the Buyer are limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services.
- 10.5 All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract restricts or excludes liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a Buyer dealing as a consumer.
- 10.6 The Seller will make every effort to maintain through its servers representation of the Buyers web site through its online server connection. The Seller takes no responsibility whatsoever to provide an uninterrupted online presence of a Buyers web site on the Internet due to technical, code or server interruption faults.

11 Intellectual Property

- 11.1 You accept that we own all rights, interest, and title in the Services, including all intellectual property rights. These rights are protected by intellectual property laws both in England and Wales and internationally. You agree not to reproduce, modify, or otherwise create derivative works from the Services.
- 11.2 We may license content ("Stock Content") from third parties ("Stock Suppliers") for use on your website. You understand that such licences prohibit the use of Stock Content outside of your website, including but not limited to use in printed matter or on other websites that you may operate now or in the future. You agree not to use Stock Content in a manner that would place us in violation of our contractual agreements with the Stock Suppliers concerned.
- 11.3 You agree that by submitting content through the Services and making such content available to the public, you grant us a perpetual, non-exclusive, worldwide, royalty-free licence to reproduce, modify, adapt, publish, and distribute such content. You represent and warrant that you have the necessary rights to grant such rights to us.

12 Force Majeure

- 12.1 The Seller shall not be liable for failure to carry out any contract owing to an act of God, war strikes, lockouts, fire, storm, breakdown of machinery or any other cause above and beyond our control or owing to inability to procure materials or services except at increased prices.

13 Validity

- 13.1 If any provision of these terms and conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the terms and conditions in question shall not be affected and shall remain in full force.

14 Notices

- 14.1 A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

15 Assignment

- 15.1 The Buyer cannot assign the benefit of this contract to any other.

16 Changes to Terms and Conditions

16.1 Ataga may at any time, and at its sole discretion, modify these Terms and Conditions of Use, including without limitation the Privacy Policy, with or without notice. Such modifications will be effective one week from posting. You agree to review these Terms and Condition of Use weekly and your continued use of this Use. If you do not agree to any modification of these Terms and Conditions of Use, you must immediately stop using this Site.

17 Prior/Other Statement

17.1 No statement, description, information, warranty or recommendation contained in any catalogue, price list, advertisement or other promotional material or made verbally by any of the agents or employee of the Seller shall operate to vary these conditions.

18 Governing Law

18.1 The law of England and Wales governs this contract and the parties submit to its exclusive jurisdiction.