



Terms of Service

By purchasing a Codeguys Website you confirm that you (the client) agree to adhere to these terms of service. These terms of service are legally binding and represent an agreement between you (the client) and CodeguysUK Ltd (the provider/'Codeguys').

(Last updated 11 November 2020)

GENERAL TERMS OF SERVICE

1. Codeguys designs, builds, and hosts websites and provides online support.
2. The Client has the right to, title, and interest in a website containing intellectual property owned by the Client together with, but not limited to textual content, video and/or audio. Clients acknowledge that any design created by Codeguys using Codeguys CMS templates remain the property of Codeguys and cannot be replicated elsewhere.
3. The Client warrants Codeguys to host its website unless otherwise advised in writing per the relevant notice periods.
4. Codeguys websites are built with either open-source code, an open-source CMS platform, paid subscription software, or a combination of all. Any necessary licenses shall be purchased by Codeguys and licensed to Codeguys. If the Client purchases a Support Agreement, Codeguys shall continue to maintain any appropriate licenses. If the Client does not purchase a Support Agreement, such licenses shall be deemed void and the Client shall be advised to consider their own purchase.
5. This agreement shall take full force and effect as and from the date of the Client's purchase of the website and upon making payment the Client is deemed to have read and understood these terms.
6. Codeguys shall supply to the Client all services necessary to effectively host the Client's website and make available for a fee to the Client the services of Codeguys to provide to the Client online support for the ongoing administration and maintenance of the Client's website hosted by Codeguys in circumstances where the Client requests a Support Agreement.
7. This Agreement may change from time to time. If this Agreement changes, Codeguys shall advise the Client in writing at least 30 days before the changes shall take effect. If the Client asserts that any changes to this Agreement show

unfair bias against the interests of the Client in favour of Codeguys, the Client agrees to dispute the application of the changes in writing prior to the changes taking effect. In the event of a dispute the Client will either be provided with a written exemption from the specific changes within this Agreement that the Client asserts to be unfair, or if this is not possible the Client may at its option terminate this Agreement by giving 30 days' notice to Codeguys whereupon Codeguys shall charge for services rendered up to the date of termination of this Agreement which is to be paid in full by the Client on or before the date of the termination of this Agreement. In the event Codeguys are required to advise the Client of such a change of the Terms of Service or Costings Agreement, the Client may at its option terminate this Agreement by giving 30 days' notice to Codeguys whereupon Codeguys shall charge for services rendered up to the date of termination of this Agreement which is to be paid in full by the Client on or before the date of the termination of this Agreement.

8. Codeguys have a Fair Use Policy, and the Client upon executing this Agreement is deemed to have read and understood the Fair Use Policy of Codeguys and agreed to be bound by it.

9. The Fair Use Policy of Codeguys may change from time to time. In the event this Policy changes Codeguys shall advise the Client in writing within seven days of the change. In the event Codeguys are required to advise the Client of such a change of the Fair Use Policy, the Client may at its option terminate this Agreement by giving 30 days' notice to Codeguys whereupon Codeguys shall charge for services rendered up to the date of termination of this Agreement which is to be paid in full by the Client on or before the date of the termination of this Agreement.

10. Notwithstanding anything contained in the Fair Use Policy of Codeguys as set out in Clause 6 of this Agreement, the Client warrants to Codeguys that it is the lawful owner of, or has permission from the lawful owner to publish all intellectual property published on its website that it has requested Codeguys to host. If the Client, in allowing Codeguys to host its website breaches any applicable UK legislation, Codeguys may terminate this Agreement without prejudice to the rights of Codeguys to seek one or all compensatory damages indemnities relating to liability incurred because of the Client's aforementioned breaches.

11. Codeguys may terminate the Agreement without notice to the Client in the event Codeguys becomes aware of any of the following:

- a. Content on the Client's website (including content generated by users of the Client's website) that does not comply with the Fair Use Policy of Codeguys as set out above.

- b. Notwithstanding the terms of Fair Use Policy of Codeguys any matters that is either offensive and/or obscene, seditious, blasphemous, defamatory, or inappropriate in the opinion of Codeguys.
- c. Repudiatory conduct as defined under Clauses 6.
- d. Any outstanding invoices not paid to Codeguys within the specified payment terms under Clause 6.

12. The Client warrants to Codeguys that all email accounts and passwords will contain a strong password protocol which is defined as a password that is reasonably difficult to guess in a short period of time either through human guessing or the use of specialised software. A strong password should contain at least 8 characters, contain both upper- and lower-case alphabetical characters, have at least one numerical character and at least one special character. A strong password should not: spell a word or series of words that can be found in a standard dictionary, spell a word with a number added to the beginning or the end, or be based on any personal information such as user ID, family name, birthday etc.

13. Should an email account be corrupted due to failures to adhere to this protocol and Codeguys own mail system is compromised, Codeguys reserves the right to immediately terminate the affected email domain and all associated accounts without providing backups, and charge to the client an hourly rate of £43 for all technical works required to resolve issues arising from this.

14. The Client warrants to Codeguys that it shall not by its conduct frustrate Codeguys from hosting its website or withhold the necessary support to Codeguys for the effective hosting of the website. Codeguys shall not be liable for any interruption to the provision of the Client or the hosting services where an interruption is beyond the control of Codeguys including but not limited to force majeure.

15. Codeguys warrant to the Client that 99% of the time in any given month the Client's website will work when accessed from a browser with unrestricted access to the internet. In this Service Level Agreement, the expression availability shall have the meaning of availability to users of the internet unaffected by local or network limitation. Codeguys shall not be liable for any losses in circumstances where the Client's site is offline at any point reflecting a monetary sum beyond the sum required paid for hosting in that given calendar month.

16. In the event Codeguys terminates this Agreement because of any breach by the Client and withdraws its hosting services, whereby the Client's web page is no longer hosted on the internet, Codeguys will not be liable for any loss or damage arising from the withdrawal of the hosting services from the Client.

17. Should any breach be resolved and the Client desirous of reactivation of services, Codeguys will charge a reactivation fee of no less than £199 to cover Codeguys reasonable costs incurred because of the breach, to be paid in full before reactivation.

18. Should a site be deactivated for a period more than six months for any reason a new website would need to be purchased at a cost to be advised at such time in accordance with current applicable pricing structures.

19. Codeguys will advise the Client of any foreseeable interruption to the hosting service and provide up-to-date network status and service availability information.

20. The Client agrees to advise Codeguys of any change of contact details. Codeguys will not be liable for any consequences of tax invoices or other notices or documentation being sent to incorrect addresses because of a failure of the Client to provide notice of a change of said details, including deactivation of websites due to non-payment of invoices.

21. In this Agreement Codeguys shall provide services to the Client for fees as advertised within the Codeguys website at <https://www.codeguys.co.uk>

22. Codeguys charges all fees upfront, in advance. Any unpaid invoices will result in the suspension of all services as per Clauses 11 – 14 (above).

23. Codeguys reserves the right to increase ongoing fees related to the hosting and technical support of Client websites. Annual price increases may occur at any time in accordance with service package alterations and any changes in technology and the infrastructure required to maintain the Client's website and/or email services.

24. Codeguys reserves the right to classify a project as abandoned should no contact be made by the Client for three months or more. All abandoned projects will be archived for a further period of three months only, at which point the project will be purged from our servers and a new website package will be quoted in accordance with the current pricing structure.

25. Any abandoned projects for which a deposit has been paid will not be refunded, and any work completed by Codeguys remains the property of Codeguys.

26. Any extra hours completed by Codeguys beyond the initial deposit received, will be invoiced to the Client upon the project being marked as abandoned. Should the Client fail to pay this invoice Codeguys reserve the right to engage its debt recovery agency to recoup monies owing on its behalf.

27. Should additional changes be requested outside the scope of the project brief or allocated project hours are reached; additional fees will apply.

Codeguys warrants that an estimate will be provided for approval before any additional work is commenced.

SERVICE PROVISION AND COSTINGS

1. Codeguys shall provide website hosting within the terms of the purchased package. Any additional facilities beyond shall be supplied and charged at current rates.
2. Codeguys shall provide an ongoing support allocation subject to any Support Agreement with limits as defined under Clauses 6.1. Any support incidents raised beyond its terms will be charged at a rate of £43 per hour. Codeguys reserves the right to waive additional charges for support at its discretion. The Client may not be charged for any support incidents determined by Codeguys to be attributable to a problem with the underlying software, unless this was specified by the Client, or an error on the part of Codeguys.
3. Codeguys reserves the right to decline the provision of technical support if a Client has unpaid hosting or development costs, or other outstanding amounts for which payment has not yet been received.
4. The Client warrants to Codeguys and agrees to pay Codeguys in full, in advance, always. No work will be commenced until payment has been received.
5. Should payment not be made by or on the due date of invoice, Codeguys reserve the right to suspend all services and at its discretion charge a reactivation fee of £199 before reinstating these services.
6. Should payment not be made by or on the due date of invoice for a domain name, hosting or both, Codeguys reserve the right to immediately suspend the website and associated email service. The relevant project will be archived for a period of three months, at which point the project will be purged from our servers and a new website package will be quoted in accordance with the current pricing structure. Codeguys will, at its discretion, charge a reactivation fee of £199 within the initial three-month period.

CANCELLATION

1. In the event this Agreement is terminated by the Client, the Client agrees to pay to Codeguys an amount to be costed based on all services provided by Codeguys that remain unbilled as at the date of termination. Any fees paid in advance for annual hosting is non-refundable.
2. Provide to Codeguys 30 days written notification for any cancellation request. Notice must be provided by the account holder or a nominated representative (as identified by the Client) and clearly state the service to be cancelled, along with the date the cancellation is required to be actioned. If

immediate cancellation is requested, no refund will be due (in addition to any current amounts owing).

3. In the event the Client is a Limited Company, the directors of the Client agree to be parties to this Agreement and guarantee the performance of the Client and further agree to assume each liability and obligation of the Client pursuant to this Agreement in the event of and as and when the directors of the Client are called upon to do so for whatever reason. The obligations of the directors of the Client include but are not limited to the payment of all tax invoices rendered to the Client by Codeguys.

FAIR USE, REPUDIATORY CONDUCT AND DISPUTES

1. Dependent upon the ongoing care plan chosen, Codeguys generally applies fixed limits to the amount of support we give to our Clients per Codeguys proposal. The Client understands that any support required over and above the allocated support will be charged in arrears at the end of each month, at an hourly rate of £43.

2. The Client agrees to be bound by Codeguys Fair Use Policy outlined in this section.

3. The Client agrees not to engage in excessive contact, which includes but is not limited to:

a. Repeatedly asking for assistance with matters outside Codeguys control, responsibility, or remit, after Codeguys has advised the Client that this is the case, including but not limited to: basic computer assistance, assistance with emails on devices other than a desktop, business advice or other technical assistance not related to Codeguys services.

b. Repeatedly and unreasonably asking for assistance with matters with which Codeguys has previously provided training. The Client agrees to endeavour to understand the training they are provided.

c. Excessive phone calls or emails to the extent that it has a detrimental impact on our ability to service our other Clients.

d. Demands for assistance with non-urgent matters outside of Codeguys support hours where urgency is determined at the sole discretion of Codeguys.

4. If Codeguys determines that the Client is engaging in excessive contact, it will provide written notice to the Client of this determination, and the Client agrees that Codeguys at its sole discretion may as a result undertake any or all the following actions.

a. Apply a restriction on contact time permitted with the Client.

- b. Invoice the Client for all or a portion of time spent on the phone, responding to emails and support tickets, and any other undertakings required to service the Client.
 - c. Suspend and/or terminate the Client's provision of services, not before a third warning has been given.
- 5. Codeguys agrees that notices of excessive contact must be provided within 30 days of said excessive contact and the determination can only be made based on activity within the 90 days preceding the date the notice is issued.
- 6. The Client agrees that any dispute it wishes to make to a notice of excessive contact must be provided in writing to Codeguys within 14 days of the issue of the notice.
- 7. The Client agrees not to engage in repudiatory conduct, which includes but is not limited to:
 - a. Abusive behaviour towards staff, agents, or partners of Codeguys, which includes threatening behaviour and/or speech.
 - b. Defamation of staff or agents of Codeguys, or of Codeguys or related businesses.
- 8. The Client agrees that in instances of repudiatory conduct, Codeguys is entitled to immediately terminate this agreement without prejudice to its rights to seek one or all of compensation, damages, or indemnities relating to the conduct.