



Terms & Conditions.

1.INTERPRETATION

Agreement: Any written or other agreement between the Customer and Coinbuck to carry out Work.
Agreement Documentation: all written and electronic communications from Coinbuck to the Customer setting out the Work.

Customer: the person, firm or company who purchases Work from Coinbuck .

Materials: the content including but not being limited to; words, text, diagrams, tables, images, designs, code and sound provided to Coinbuck by the Customer for use in the Site.

Site: The Customer's website hosted by Coinbuck

The Party(ies): The Customer and Coinbuck

Work: work, software, code, the Site, products and/or services to be provided by Coinbuck under any Agreements with the Customer.

Coinbuck: Registered Office Coinbuck, Crystal House, New Bedford Road, Luton, LU1 1HS

2.APPLICATIONS OF CONDITIONS

2.1. These conditions govern any Agreement between Coinbuck and the Customer and prevail will over any conditions contained or referred to in the Customer's documents or implied by law or course of dealing. The variation of any Agreement(s) shall be in writing and signed by or on behalf of the Parties. If any provision of any Agreement is found by any court to be invalid, unenforceable or illegal, the other provisions shall remain in force. Any Agreement is governed by English Law and the Parties agree to submit to the jurisdiction of English courts. All Agreements are made for the benefit of the parties to it and are not intended to benefit, or be enforceable by, anyone else. The Customer shall not without the prior written consent of Coinbuck assign any of its rights or obligations under any Agreement. Coinbuck may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under any Agreement.

2.2. In determining the Work that Coinbuck agrees to carry out, only the Agreement Documentation shall be decisive. All verbal representations made by either Party shall be disregarded.

2.3. Any dispute or difference arising out of or in connection with an Agreement shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

3.OBLIGATIONS OF THE PARTIES

3.1. Coinbuck shall use reasonable efforts to manage and complete the work, but any timescales given shall be estimates only and time shall not be of the essence.

3.2. The Customer shall co-operate with Coinbuck in all matters relating to the Work and in a timely manner provide such access to the Customer's premises, marketing materials, photographs, written

content and data and such information as Coinbuck may reasonably request.

- 3.3. The Customer warrants that it owns the Materials. The Customer shall ensure that the Materials do not infringe any applicable laws, regulations or third-party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party IPR). The Customer shall be liable for infringement of a third party's rights arising out of use of the Materials and the Customer hereby indemnifies Coinbuck in full in respect of losses, claims, costs, fines, damages or otherwise incurred due to such infringement. Should Coinbuck discover that any Materials are being used in infringement of a third party's rights then Coinbuck shall be entitled to suspend all Work until such infringement is remedied by the Customer. Coinbuck reserves the right to remove content from the Site where it reasonably suspects such content is inappropriate content. Coinbuck shall notify the Customer if it becomes aware of any allegation that content on the Site may be inappropriate content.
- 3.4. If Coinbuck's performance of its obligations under an Agreement is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall be liable to pay to Coinbuck on demand Coinbuck's invoice for the Work carried out to that point.

4. ACCEPTANCE OF WORK AND/OR SITE

- 4.1. Coinbuck may carry out such tests as it deems appropriate to commission any Work (if appropriate) and/ or the Site. Coinbuck may notify the Customer when the Work and/or Site is commissioned. If the Customer uses any part of the Work and/or the Site for any revenue-earning purposes or the Site goes live on the internet upon the Customer's instructions then the Work and/or Site shall be deemed accepted.
- 4.2. In the event it is decided and agreed by the Customer and Coinbuck to make a site live, prior to full acceptance as described in 4.1, then the Customer should be aware that the warranty period described in section 8, begins on the day the site is made live (notwithstanding outstanding issues) and expires 3 months later.
- 4.3. If either party wishes to change the scope of the Work, it shall submit details of the requested change to the other in writing, and the Parties shall agree the change and the cost of the change. If no agreement is reached the change will not be implemented.

5. CHARGES AND PAYMENT

Coinbuck will set out the price (and may set out a payment schedule) in any Agreement Documentation. Coinbuck shall be entitled to recover the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred and work and products reasonably and properly provided by third parties plus VAT as anticipated by an Agreement which Coinbuck shall add to its invoices at the appropriate rate. In the absence of a payment schedule the Customer shall pay each invoice submitted to it by Coinbuck in full, and in cleared funds, within 7 days of receipt. Coinbuck may, without prejudice to any other rights it may have, set off any liability of the Customer to Coinbuck against any liability of Coinbuck to the Customer. Where a Customer maintains multiple accounts with Coinbuck, Coinbuck may at its discretion consider all the accounts as a single account.

6. CONSEQUENCES OF FAILURE TO PAY

- 6.1. Without prejudice to any other right or remedy that Coinbuck may have, if the Customer fails to pay Coinbuck on a due date, Coinbuck may at its sole discretion:
- (a) Charge interest and late payment collection charges on such sums due from the presentation date of an invoice according to the government guidelines issued in the late payment of commercial debts (interest) Act 1998 on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend all Work until payment has been made in full; and
 - (c) switch off any and all Site(s) and associated services (such as email) that Coinbuck hosts or provides; and
 - (d) cease maintenance and support for any Site Coinbuck hosts; and
 - (e) terminate an Agreement under condition 10.1 (a); and
 - (f) sequester and use any Coinbuck work including designs for its own benefit, for clarity this shall not include any Customer IPR, names, trade names or Materials; and
 - (g) if such failure occurs within the 90 day warranty period as defined in condition 8, the warranty shall be null and void.
 - (h) levy a reasonable charge to reinstate any services suspended under item c) above, and require receipt before reinstating the service.

7. INTELLECTUAL PROPERTY RIGHTS:

- 7.1. Code and scripts covered by a 3rd party licence or in the public domain, shall remain original author IPR. Client supplied data and Materials shall either be client or 3rd Party IPR. All Coinbuck created code, website code, database design code and all scripts (e.g. VBscript, Jscript, Javascript, Actionscript) shall be Coinbuck IPR. On acceptance all Coinbuck IPR deliverables are licensed for use on 1 client domain only unless otherwise agreed in writing.
- 7.2. Certain images provided by Coinbuck may have been purchased under license from stock image suppliers. These images are generally only licensed for use on the website being built. The license may not permit them to be used in publicity material. If the Customer wishes to use any images from the site for other purposes Coinbuck should be informed and a more appropriate license acquired.

8. WARRANTY:

- 8.1. Coinbuck does not warrant that the use of the work and/or the Site will be uninterrupted or error-free. However, Coinbuck warrants that the Work and/or the Site will conform in all material respects

to the Agreement Documentation for a period of 90 days from the date of acceptance under condition 4 (Warranty Period). If, within the Warranty Period, the Customer notifies Coinbuck in writing of any defect or fault in the Work and/or the Site, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Work and/or the Site, Coinbuck shall, at Coinbuck's option, do one of the following:

- (a) Repair the Work and/or the Site; or
- (b) Replace the Work; or
- (c) Terminate the relevant Agreement immediately by notice in writing to the Customer and refund any of the charges paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Work and/or the Site to the date of termination).

9. LIMITATIONS OF LIABILITY

9.1. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any Agreement. Nothing in these conditions excludes the liability of Coinbuck for death or personal injury caused by Coinbuck's negligence; or for fraud or fraudulent misrepresentation.

9.2. Subject to condition 9.1: (a) Coinbuck shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or pure economic loss or for any special, indirect or consequential loss costs, damages, charges or expenses however arising.

- (b) Coinbuck total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of an Agreement shall be limited to a maximum of 125% of the fees paid by the Customer for the Work.
- (c) Coinbuck accepts no responsibility for the failure of a website to adhere to online trading laws in relation to a Customer's business and a website built to a Customer approved specification in respect of that business.
- (d) Coinbuck accepts no responsibility or liability in respect of the failure of a website to generate sales, orders, enquiries, registrations or any other outcome sought or expected by the Customer.

10. TERMINATION

10.1. Without prejudice to any other rights or remedies to which the Parties may be entitled, either party may terminate an Agreement without liability to the other if:

- (a) The other party commits a material breach of an Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) An order is made or a resolution is passed for the winding up of the other party; or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party;
- (c) A receiver is appointed of any of the other party's assets or undertaking, or the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or the other party ceases,

or threatens to cease, to trade.

10.2. Coinbuck may terminate any and all services to the Customer on 30 days written notice, at Coinbuck ' discretion.

11. FORCE MAJEURE

Coinbuck shall have no liability to the Customer under an Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

12. POACHING OF EMPLOYEES

The Customer shall not, without the prior written consent of Coinbuck, at any time from the date of an Agreement to the expiry of twelve months after the completion of the Work or the Termination of any agreement or relationship with Coinbuck , solicit or entice away from Coinbuck or employ any person who is, or has been, engaged as an employee of Coinbuck . Any consent given by Coinbuck shall be subject to the Customer paying to Coinbuck a sum equivalent to 20% of the then current or most recent annual remuneration of the Coinbuck ' employee.

13. HOSTING

13.1. Hosting Agreements shall commence on the date Coinbuck commences hosting the Site (whether it be live on the Internet or not) and shall continue for a minimum period of 12 months provided that the Customer pays the invoices as and when the invoice falls due for payment, otherwise the hosting shall cease immediately and without notice. At 12 months and provided the Customer has paid up to date Coinbuck shall renew the hosting for a further 12 month period and the Customer shall pay for that next 12 month period unless the Customer in writing notifies Coinbuck otherwise prior to the start of the next 12 month period.

13.2. On expiry or termination of a hosting Agreement provided that the Customer shall have paid all outstanding charges of Coinbuck up to date, if requested, Coinbuck shall transfer to the Customer the Site and all Materials, and shall provide to the Customer an electronic copy of the Site and provide such assistance as is reasonably requested by the Customer to transfer the hosting of the Site to the Customer or another service provider, subject to payment of Coinbuck ' expenses reasonably incurred, calculated on the basis of Coinbuck ' current hourly charge out rates. For the avoidance of doubt the content management and website administration systems of Coinbuck is Coinbuck ' IPR and shall not be transferred or licensed on such termination. Fully paid bespoke programming work may be able to be transferred to the Customer on termination subject to extraction of the bespoke code from the underlying Coinbuck ' system by Coinbuck subject to payment of Coinbuck ' reasonable costs to do so.

14.MAINTENANCE, SUPPORT AND INTERNET MARKETING SERVICES

14.1.If the Customer has contracted Coinbuck to provide maintenance and support then Coinbuck shall do so on the basis of the Agreement Documentation.

14.2.If the Customer has contracted Coinbuck to provide internet marketing services then Coinbuck shall do so on the basis of the Agreement Documentation.

15.PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES

15.1.If the Customer has contracted Coinbuck to provide a service from a third party provider, such as for Broadband or Email Spam Filtering as examples only, Coinbuck shall not be liable for any disruption to the service or any costs or losses of any kind, and the terms and conditions for the provision of that service from the provider shall pertain to the contract as if it had been provided to the Customer directly.

16.NOTICES AND AMENDMENTS TO THESE STANDARD TERMS AND CONDITIONS

16.1.Notices to the Customer from Coinbuck will be deemed to have been served on the date of sending where such has been delivered in writing to the latest contact details provided to or evidentially used successfully by Coinbuck , whether by email, fax or first class or registered post.

16.2.These Standard Terms and Conditions may be altered by Coinbuck at any time at its sole discretion, with changes coming into effect 30 days from Notice being given as defined under 16.1 above.

Our Registered Office

Coinbuck LTD
28 Rondini Avenue
Luton, LU3 1RR
Email: info@coinbuck.com
Phone : 01582213157