



## **TERMS & CONDITIONS**

At point of order with CoolConnection Media for any of the services provided, you The Client confirm that you are in agreement with and bound by the terms and conditions as outlined below:

### **DEFINITIONS**

The Client : The company, organisation or individual requesting CoolConnection Media services

CoolConnection Media: The partners, their employees or appointed agents.

### **GENERAL**

CoolConnection Media will carry out work only when a written purchase order is provided either by email (PDF copy of PO) or hard copy via standard mail.

CoolConnection Media will carry out work only for clients who are 18 years of age or above.

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, CoolConnection Media cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The web server, website, graphics and any programming code remain the property of CoolConnection Media until all outstanding accounts are paid in full. CoolConnection Media reserve the right to delay the publishing or provision of any design, files, hosting or service until accounts are paid in full.

Any scripts, cgi applications or software (unless specifically agreed) written by CoolConnection Media remain the copyright of CoolConnection Media and may only be commercially reproduced or resold with the permission of CoolConnection Media.

CoolConnection Media cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of CoolConnection Media and where no charge is made by CoolConnection Media for such additions, CoolConnection Media accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to CoolConnection Media all materials required to complete the site to the agreed standard and within the set deadline. CoolConnection Media will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

CoolConnection Media will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents

CoolConnection Media will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

### **DATABASE, APPLICATION AND E-COMMERCE DEVELOPMENT**

CoolConnection Media cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by CoolConnection Media remain the copyright of CoolConnection Media and may only be commercially reproduced or resold with the permission of CoolConnection Media.

Where applications or sites are developed on servers not provided by CoolConnection Media, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by CoolConnection Media before being made generally available for use. Where "bugs", errors or other issues are found after the site is live and signed off by the client, CoolConnection Media will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief and advise of any additional costs in order to achieve this.

### **COMPATIBILITY**

CoolConnection Media will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with current versions of Internet Explorer, Firefox, Safari and Chrome and to a functional level where possible with older versions . CoolConnection Media can offer no guarantees of correct function with all browser software. Sites will be tested during development on up to date versions of both PC/Windows and Mac OS browsers. Sometimes clients may have non-standard software installed on

their computer (including but not limited to browser plugins, spam filters, popup or advert blockers, virus or trojan software, firewalls), non standard settings or hardware issues which are beyond the control of CoolConnection Media. In the event of problems, it falls to the Client to ensure that their computer systems are capable of displaying and working with hosting, email and websites.

## **WEBSITE HOSTING**

Whilst CoolConnection Media offers hosting of websites, no guarantees can be made as to the availability or interruption of this service by CoolConnection Media cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service.

CoolConnection Media reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise. Fees relating to web hosting or domain names must be paid prior to the expiration date of the said service. If the fees remain unpaid at the time of expiration, we will with immediate effect, cancel said service and any data held by said service will be removed. If a cancelled service is to be reinstated at the Client's request, a setup fee will be payable before any such reinstatement and any data lost as a result of the cancellation will not necessarily be restored.

## **PAYMENT OF ACCOUNTS**

A deposit may be required from a new client before any work is carried out. All deposits are non-refundable. In all cases, website hosting fees and any costs incurred by CoolConnection Media on behalf of the client are payable in advance and are non-refundable.

It is the CoolConnection Media policy that any outstanding accounts for work carried out by CoolConnection Media or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with CoolConnection Media. If accounts are not settled or CoolConnection Media have not been contacted regarding the delay, access to the related website may be denied. Fees relating to web hosting or domain names must be paid prior to the expiration date of the said service. If the fees remain unpaid at the time of expiration, we will with immediate effect, cancel said service and any data held by said service will be removed. If a cancelled service is to be reinstated at the client's request, a setup fee will be payable before any such reinstatement and any data lost as a result of the cancellation will not necessarily be restored.

CoolConnection Media reserve the right to request full payment before the release of files, design, domain names or hosting services.