

ROUGE GRAPHICS

Terms & Conditions

The Terms and Conditions below govern the commercial use of web sites (the Site) hosted by Rouge Graphics.com (the Company).

Throughout these Terms and Conditions where we refer to 'user', 'you' or 'your' we mean each registered subscriber to the service. Where we refer to the 'Company', 'we' or 'us' we mean Rouge Graphics.com.

1. The Rouge Graphics.com service

1.1. The Company will custom design, host and maintain your website plus provide basic support by email.

1.2. If we agree to provide extra services they may be subject to additional terms and payment.

2. Terms of Hosting

2.1. We may, at our discretion, add to, amend or withdraw this service and all or any of the Sites by giving you 30 days notice.

2.2. Hosting service is available to anyone who registers all the information we require, provides an accurate, legitimate electronic mail address.

2.3. Hosting is non-transferable.

3. Payments

3.1. You must make regular payments to maintain your hosting. We do not refund, either partially or fully, any yearly payments.

4. Cancelling your Hosting

4.1. The Company can cancel your hosting without notice for any (but not limited to) of the following online conduct that we believe:

violates these Terms and Conditions or other policies or guidelines set out by the Company elsewhere on the Site,

is harmful to other users, Rouge Graphics.com staff, the business of the Company, or other third-party content providers.

If this happens we can delete any and all information, communications, postings, or web pages at any time.

4.2. If we cancel your hosting we will not refund any payments. However if we believe the grounds for cancelling your hosting are not your fault we may at our sole discretion refund an amount we consider a reasonable part of the price paid for the hosting.

4.3. You can cancel your hosting by giving us 30 days notice.

4.4. When hosting has been cancelled, we will not renew the domain name with the registrar at the next renewal date. If you wish to keep your domain name after your hosting has been cancelled it is your responsibility to contact us with instructions to transfer control of your domain name to your new registrar.

4.5. If we receive instructions from you to transfer control of the domain name to you, we will do so when all subscription fees and any other fees owed to the Company are paid in full. If we do not hear from you with instructions or any fees are outstanding within a three month period, we will not transfer control of the domain name.

5. Web Page guidelines and rules for online conduct

5.1. The Company is not responsible for the content of any user web pages. The views expressed on any users' web pages are the sole responsibility of the user

5.2. The Company reserves the right to;

Inspect all user web pages for material which, at the sole discretion of the Company is considered to be objectionable, offensive or in any way undesirable.

Edit, delete or move any page or electronic mail postings from the Site at any time without notice; and

Increase the fee due at the next renewal date if the content exceeds 10 pages. This is because the sites we offer have unlimited content size potential. We will apply any change to the price we charge for the service at the next normal payment date and notify you.

5.3. The user agrees not to include any material or electronic mail postings on the Site that: is copyrighted and does not have the express permission of the author or owner.

exploits the images of children less than 18 years of age;

is grossly offensive to anyone, including clear expressions of bigotry, racism, or hatred;

promotes illegal activity;

defames, abuses or threatens others;

is obscene

5.4. The user agrees not to:

remove any page(s) from the Site; or

copy any page(s) to any other Site on the internet.

6. Copyrighted Material

6.1. Any material you use on your Site, including, without limitation, text, software, photos, video, graphics, music and sound, is protected by British and international copyright laws, both as individual works and as a collection. You must not place any material protected by copyright on your Site, without the express permission of the author or owner of the copyright of that material.

Any images provided by "Rouge Graphics.com" to build your website, can only be hosted on the "Rouge Graphics.com" servers and cannot be taken and used on any other server without the express permission of "Rouge Graphics.com".

6.2. If we are notified by a third party or are made aware by a copyright holder that any material on our server may infringe copyright we will contact you using the email address you have provided.

6.3. We will forward the complaint we have received from the third party to you and it is your responsibility to contact the third party and resolve the complaint. You must respond in a timely manner and let us know that you have done so.

6.4. We will also email a declaration to you which you must complete and return to us within 5 working days. This declaration will ask you to declare that you are either the copyright holder or that you have been given permission by the copyright holder to use the copyrighted material on your website. If you do not return the completed declaration to us within the time frame allowed we will remove the copyright material in question either by deletion or by suspending the website and account.

6.5. We will not refund any subscription fees paid if the website is suspended for this reason.

7. Limitations of Liability and Warranty

7.1. You agree that the use of the Site is entirely at your own risk.

7.2. Neither the Company nor any third-party content providers makes any guarantee of the accuracy, correctness, or completeness of any information on the Site and are not responsible for any:

errors or omissions arising from the use of such information;

failures, delays, or interruptions in the delivery of any content or services contained within the site; which is beyond our control.

losses or damages arising from the use of the content or services provided by the Site.

7.3. Neither the Company nor any third-party content provider makes any warranty with respect to any content, information, services, or products provided through or in conjunction with the Site.

7.4. The Company will on no account have any liability to the user for consequential, special, economic or indirect loss, for loss of savings or goodwill or for loss of revenue. Our aggregate liability to you in any calendar year is limited to the amount of money you have paid us in that year in respect of the Site.

7.5. Nothing in these Terms and Conditions limit or exclude the liability of the Company for death or personal injury due to its negligence.

7.6. You specifically agree that neither the Company or any third-party content provider are liable for your conduct associated with the Site, including, but not limited to, web pages, profiles, surveys, chat rooms or message boards.

8. Termination

8.1. Unless otherwise stated in the contract and without prejudice to any other right or remedy Rouge Graphics.com may at any time give a minimum of 14 days notice to the client terminating the contract without cause.

9. Indemnity

9.1. The user agrees to indemnify the Company and any third-party content provider against any and all claims and expenses, including legal fees, arising from your use of the Site. This expressly includes:

User's responsibility for any and all liability arising from the violation or infringement of proprietary rights or copyrights; and

Any libellous or unlawful material contained within user web pages, profiles, or postings.

10. Force Majeure

10.1. If and to the extent that we are hindered or prevented by circumstances not reasonably foreseeable or beyond our reasonable control from performing any of our obligations under this Agreement then we will be relieved of our liability to you to perform such obligations.

11. Notice

11.1. All notices under this Agreement will be in writing and sent by email to the address you have supplied us.

12. Law

12.1. The Agreement will be governed by and construed in accordance with the laws of England and will be subject to the exclusive jurisdiction of the English Courts.

13. Entire Agreement

13.1. These Terms and Conditions constitute the entire agreement between the parties with respect to their subject matter and supersede any other agreement, proposals and communications, written or oral, between the Company representatives and the user.

13.2. The Company may amend or supplement these Terms and Conditions at any time on notice to the user as published on the Site.

14. Packages

14.1. One matching email address will be provided with each package, if further email addresses are required, this will incur an annual charge of £5 per address.

14.2. One monthly revision (one or multiple changes to your site) is provided with each package, this includes all product changes and current stock levels, with ecommerce sites. Any extra revisions required will incur a charge of £10 per revision.

14.3. Blog / RSS Feeds / RSS Reader are not included in any packages and will incur a one off charge of £30 if required.

15. Set Up Fee

15.1. No work will commence until the Set Up Fee has been paid in full.

16. Personnel Information

16.1. We will not sell, distribute or lease your information unless we have your permission or are required by law to do so.

Complaints Procedure

At Rouge Graphics.com, customer service is an extremely high priority and we are committed to offering a high standard of service and support. We appreciate any feedback or comments from our customers and use this to improve our product and service. We always aim to reply to any queries or comments in a timely and effective manner. The first step towards contacting us is to send an email detailing your enquiry or comments to: info@rougegraphics.com. We will then email you to confirm receipt of your communication and to resolve your enquiry.

Declaration

I / We (being the client) hereby acknowledge that I / we have read and understand the conditions set out and agree to be bound by its terms.

Signed..... Print Name..... Date.....

Company / Organisation.....