



Terms and Conditions

Of Papershark Media Limited
Registered Company 6737214 UK
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The following document 'Terms and Conditions' constitutes a legal document between the company Papershark Media as/or a Developer/Designer/Marketer/Consultant, hereafter "Papershark" and "Client" for the purposes of web site design or development, Graphic Design, Marketing and any other service, material or otherwise Papershark Media might render or procure. These Terms and Conditions set forth the provisions under which the Client may use the services supplied. By using the Products and Services of Papershark Media, you are agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions

1. DEFINITIONS

Developer is an Internet web design provider offering the Client graphical design, HTML, CSS, Javascript and other related computer programming languages.

Designer is a creator of graphic and typographic materials, real and electronic for the Client.

Marketer is any and all services intended to increase knowledge value and appeal of brands, products and services within actual and digital networks for a Client.

Consult is any and all services that increase the knowledge of the Client by any means.

Material(s) any and all Papershark created properties, actual and digital, including but not limited to concepts, designs, code, copy, text, images, animation, sound.

Project any and all materials and services collected with defined completion outcomes and/or time scale.

SEO (Search Engine Optimisation) any activity to increase the visibility of a web site to search engine companies and their users.

Web Marketing any activity to increase the traffic to a web site and/or the quality of traffic.

Contract Start Date is the date on which the agreement between the client between Papershark comes into force

2. ACCEPTANCE OF WORK

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the following Terms and Conditions document, and agrees to be legally bound by these Terms and Conditions.

Quotations are valid for only 7 days from date of issue, and it is at the Developers discretion to accept quotations older than 7 days.

Developer will carry out work that has been paid in advance by the Client. Unless a specific arrangement has been made with the client as to alternative payment terms.

When the Client places an order to purchase any materials and/or services of Papershark, the order represents an offer to Papershark, no acceptance of the offer is made by Papershark until an invoice has been sent to the Client. No contract exists between Papershark and Client until an invoice has been sent for payment. The invoice signals acceptance of Papershark (and/or any third party supplier) of the Clients offer to purchase materials and services from Papershark and this acceptance of work is a valid contract between Client and Developer regardless of whether Client receives the invoice.

Any other materials or services requested which have not been included on the invoice do not form part of the contract. The client agrees to check all details on the invoice, and to keep a copy for their records.

Papershark is liable to withdraw from contract at any time prior to acceptance.

Additional work requested by the Client which has not been specified in previous quotation is subject to additional quotation by Papershark after specification by Client. Alteration of existing Client specification may affect existing time scales of project and the quotation amount. Additional quo Client agrees to provide any needed information and content required by Papershark in good time to enable Papershark to complete a Materials Services or Project.

Any work is subject to a minimum charge of £60. Any divergence from this minimum amount is at the discretion of Papershark.

3. MATERIAL

Papershark reserves the right to refuse the handling of any media or material that...

- Is unlawful, or is a representation of illegal behavior, or can be regarded as morally inappropriate, intrusive or offensive by Papershark;
- Any media which contains a virus or hostile program;
- Any media which constitutes harassment, racism, violence, obscenity, harmful intent or abuse of the Data Protection Act (1998) 'Spamming' or any practice regarded as objectionable by Papershark.
- Any media which constitutes a criminal offence, infringes privacy or copyright.

4. PERMISSION AND COPYRIGHT

All materials, images, code and text on Papershark's web site; <http://www.papershark.co.uk> is copyrighted material.

All materials associated with <http://www.papershark.co.uk> are only to be used by Papershark and any Clients or visitors must first seek written permission before using materials for any endeavour, images, code, text or templates or any kind of content for digital and other media. In most cases Papershark will be happy to share materials and content but never without written permission.

Copyright for all completed materials, services and projects in all forms created by Papershark for Client will be with the client upon final payment. Any materials of any kind that are with the Client before final payment are for evaluation purposes only, all concepts and ideas and representations and solutions remain the sole property of Papershark. Without written agreement ownership of all materials remains that of Papershark.

These terms of use grant a non-exclusive limited license, the Client can only use designs on a single web site on one single domain. The client is not permitted to use design material for more than one company, or transfer designs and systems to another company without prior written permission of Papershark.

The Client agrees not to re-sell any materials and projects created by Papershark without prior written contract made between Client and Papershark.

If the Client wishes full end user licence and total ownership of any materials provided by Papershark the Client must request it, and Papershark will only grant in writing within a written quote given to the Client. This will mean that the Client will have full rights to distribute, market, copy, alter and adapt any materials provided by Papershark media.

The Client hereby agrees that all media and content that is made available to Papershark for use in projects are the legal and fully owned property of the Client or that it is used with full permission of the true owner. The Client agrees to hold harmless, protect and defend Papershark from any suit or claim that may arise as a result of using of using supplied materials and content.

Unless Papershark gives written agreement to the Client, the Client agrees that Papershark reserves the right to include any work completed for a client to be shown within a portfolio of work for Papershark or any individual that worked upon the Clients project.

The client agrees that Papershark may give credits within any code provided, designs and amends. If Papershark provide a content and the Client agrees Papershark may provide a credit and link within the seen area of materials.

5. PROJECTS

The Client agrees that final materials, that in the process of development, will not exactly match original concept designs because of the differences that exist in display software and hardware. Papershark agrees to created a final design that is as realistically possible to create the same as within the quote given, and to create materials that as universal to current browser technology as possible.

The Client accepts the following statements to be true of all digital design.

- Web site code often 'renders' differently from 'browser to browser'
- Colour will appear different when rendered on different hardware and software.
- That Client response to communication and requests are paramount to completion of a project close to the expected time, and close to the Client's required result.
- That design can alter between different screen size.

That a projects generally have a concept stage, and that concepts are

shown to the Client for their approval, The Client will be told in writing that this will be the end of the CONCEPT STAGE, after approval of concepts any alteration that is made by the Client to the concept can increase the project length and consequently increase the final cost of the project. The Client agrees that alterations made after they have been asked to 'sign off' a concept design are chargeable. This situation would be similar to a decorator asking you to pick wallpaper, you pick it and then change your mind after he had hung it, changing your mind after a certain point would incur the expensive of undoing something before it is redone.

Papershark agrees to advise and inform the Client if such alterations and how they will increase time or cost factor for a project. Papershark reserves the right to send a separate quotation to the Client and to request payment for any further alterations. Papershark reserve the right to discontinue a project until payment had been received.

All alterations are to be requested in writing or by email by the Client.

If an issue or error with design or code affect the continuation of the Clients project which prevents the code or design from matching the original specification, the Client agrees that Papershark can apply the nearest available, alternative solution'.

Papershark applies reasonable skill and care at all times.

All requests for materials to be delivered to Client in a form other than email may be subject to additional charges.

After completion of any digital project, web or otherwise, the Client or a third party of the Choosing may edit the materials,. However the Client agrees that in doing so they assume full responsibility for any issues and damage that may occur to the original materials and their functionality from changing and altering code, or any files associated with the materials.

If the client or third party acting on behalf of the client edits the web site in any way, the Client accepts that such alteration may cause damage to existing pages and associated files that may seem unassociated on initial inspection. Papershark reserve the right to quote for any work that if involved in restoring the site to the original condition.

Papershark and the associated developers reserve the right to assign in whole or in part if a project requires it.

The Client accepts that it is their responsibly to keep a copy of all material that are provided by Papershark. Although Papershark will make provision for backups of materials that are provided, this will not be regarded as a service provided by Papershark.

The Client assumes responsibility for all systems servers and media that hold provided materials. Any damage and loss that is caused to materials provided by Papershark to the Client, system failure or malicious attack or by any means is the sole responsibility of the Client.

The client accepts that any passwords that are given to Papershark in the act accessing the Clients systems and servers are held in a password protected digital vault that is very secure indeed. However the act of sending the passwords over email itself is not wholly secure.

The Client will accept that Papershark takes every effort to protect the passwords and information of the Client, however the Client will not hold Papershark responsible for any lost data, either by malicious intrusion, theft, loss by Papershark or by hacking by third party.

The Client accepts that it is a good idea to change passwords regularly and that not doing so after any company has finished work with password protected systems is ill advised and greatly increases the chances of a malicious entity gaining access to said systems.

Although Papershark keep backups of work that we complete, the Client must accept that our data is just as susceptible to loss (full or partial), damage, corruption and plain bad luck. Papershark reserve the right to invoice for actions taken replace materials from our archival system.

5.1 SEO PROJECTS & WEB MARKETING

SEO is not included unless requested by the Client, and this request stated in the invoice for an individual project.

Clients web site that have already undergone SEO by Papershark or a different design or SEO company will not be extended to replacement materials unless requested by Client and invoiced by Papershark.

Pages that are an addition to a Clients web site will not be optimised unless requested by Client and invoiced by Papershark.

The SEO of web pages is not the creation of new web pages; it is not the writing or re-writing of copy or text within web pages. SEO is the writing page descriptions, keywords and meta-tags and submitting this information to search engine companies to be crawled by search engine spiders.

The SEO of web pages and sites is not to be confused with web marketing. Papershark endeavours to create materials that can be searched by search engine spiders. However it gives no guarantee as to the speed that a site

will be listed. The Client accepts that listing is also created by 'relevance is created by sites outside the Clients linking into the Clients web site. The act of creating outside links is web marketing, and will not be undertaken unless stated as in-addition to SEO activities on invoice. If the Client does not provide keyword information needed by Papershark. Papershark will include it to its best judgement. Client accept that SEO activities don not create traffic to a web site in itself and will only help those that were look for the site that contains searched keywords.

The Client accepts that raising profile or position of a SERP (Search Engine Return Page) is a matter of other factors including and not limited to creating better more relevant content, adopting web standards, Internet marketing activities, page relevance and other factors that can be described as web content development and web marketing activities.

Throughout the Contract Duration the client agrees that any knowledge gained from The Campaign(s) will not be used in any campaign not managed by Papershark. This includes, but is not limited to, any knowledge derived directly or indirectly from keyword research, campaign analysis and web site analytics.

If the agreement is terminated before the expiry of the Contract Duration, Papershark have the right to discontinue and/or take down any activities, services, adverts, information by Papershark on any third party provider.

6. ACCESSIBILITY & WEB STANDARDS

Papershark makes every effort to ensure that materials it creates will be viewable on the latest incarnation of the most popular browsers currently available; Firefox and Microsoft Internet Explorer. Testing is made on older out of date versions of these browsers to ensure that the site is still accessible. However the Client accepts that some functionality and quality of design can be lost on these out of date browsers.

The Client accepts that web materials provided at time of sale are suited to the current incarnation of the most popular browsers and that as latter versions replace the current versions some functionality may be lost. Although this is highly unlikely that web browser update will render a web site unusable, sometimes code processes are dropped. Papershark reserve the right to invoice for any action that is required update a site to fully function with new incarnations of Firefox and Microsoft Internet Explorer that were not available at time of delivery.

Papershark test sites and web based materials provided to ensure compliance with accessibility standards. Full details of which exist here <http://www.w3.org/WAI/> . Papershark defines 'valid HTML', 'valid mark-up' & 'valid CSS' the same as the World Wide Web Consortium (W3C) does. Papershark recognises no other validation service, or software, results other than that of W3C validation service. <http://validator.w3.org/> .

Papershark also tries to stay ahead of standards and compliance However compliance with standards are at time of sale only, and should the standards be altered the Client's web site may no longer comply with standards. Papershark can only guarantee that materials provided will meet the standards of the WAI (Web Accessibility Initiative), and 'W3C HTML Standards' at time of sale and not for all perpetuity. Should adjustments need to be made to meet new standards that are introduced Papershark reserve the right to quote and invoice separately for such alterations.

The Client accepts that any alteration made by the Client or third party on behalf of the client may cause materials to no longer meet originally established standards. Papershark may invoice should the client wish to have the code repaired or restored.

7. PAYMENT TERMS

Prices are subject to change without notice.

All prices published or communicated by Papershark do not include VAT unless specifically stated.

It is at Papershark discretion to require payment to received in advance for work to begin, any arrangement other than this is agreed at Papershark's discretion.

If it is agreed between Papershark and Client that payment should be made on completion of project the Client will settle outstanding invoice within 7 working days. Any variation of this is at the discretion of Papershark.

Once an invoice has been sent the Client may check materials after receipt, however the Client agrees that suspending payment for any reason including and not limited to check, inspection by themselves or any third party is unacceptable.

Papershark will correct all Papershark created errors and divergence from Clients brief after payment a payment has been received.

The Client agrees that the person who liaised the project is responsible for Papershark's invoice to be paid in the timely manner and will liaise within the

Client's of with any third party to see that payment schedule by Client meets the terms and conditions laid out in this document.

Once an invoice has been sent to the Client it must be paid by cheque made payable to "Papershark Media Limited", or postal order sent with proof of posting to Papershark's main postal address, or paid online via Paypal using a major credit card.

Any variation of payment time scales or practice is completely at the discretion of Papershark.

Only after receipt of payment does Client take ownership of any materials that Papershark has created, any Papershark created files that the Client is in possession of before payment are for evaluation purposes by the Client only.

Any materials that have not been paid for by the client are wholly owned by Papershark and the Client must comply with any request or order in their usage or the prevention of usage.

Papershark retains the right to remove Papershark created materials from servers or hardware if payment is not made by the Client. In the situation of removal Papershark is not responsible for any additions that have been made to materials, code or databases or any content that has been added by the Client or third party to or in connection with Papershark created materials.

Once the final payment has been received and the work finished, the files will be handed over to the Client or uploaded if included as part of a project as soon as is reasonably possible.

Papershark reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Papershark will not start work on any project or materials until a quote has been accepted in writing or email by the Client. The Client accepts that any time scales for a project are dependent on approval of quotes.

The Client may only cancel a project in writing or by email, if they had previously accepted a quote they accept that will be liable for work up to that point and will payment for materials in the incomplete form. The Client will receive all materials up to the point cancellation notice having been received by Papershark.

Cancellation of project by Client will be regarded as redefinition of the brief completion criteria by Client, the Client accepts that what has been done up to the point of Clients redefined brief has been completed. Papershark will only invoice for what has been done and will deliver all materials in whatever state at this point. In this case the Client agrees to settle account with Papershark as defined in this document for completed projects.

All invoices are submitted by email, any variation of this is agreed at Papershark's discretion.

For ongoing services such as, but not limited to, SEO and web marketing you agree to pay us a monthly management Fee for the contract duration. The Monthly Management Fee will be calculated using the Ad Spend incurred in each calendar month during the Contract Duration and is payable within 14 days of the end of each calendar month.

You agree to settle costs directly with any third party service provider from which you purchase materials and services used in The Campaign(s), in accordance with their payment terms and conditions.

8. LIABILITY AND WARRANTY DISCLAIMER

Papershark provides their web site and all contents on an "as is" basis, and makes no warranties as to the sites content and or media(s) provided, the fitness of information provided and advice given for any purpose.

Papershark do guarantee the operations and functions of their web site, or that those functions will be uninterrupted or error free. Although every effort had been made to create excellent content for this web site Papershark cannot warrant that it is accurate and complete.

Papershark endeavours to deliver all materials within the agreed time scale arranged with the Client. However Papershark bare no responsibility for loss of opportunity, custom, value or any assets that might be sustained by the Client should any materials be late.

The Client agrees that Papershark is not liable for absence or loss of service through holiday or sickness.

The Client agrees that Papershark is not liable any loss from failure to carry out service for reasons beyond control including but not limited to acts of god, any and all communications failures, software failure, interference by a third party, acts of Government, war, emergency on any scale, social disturbance of any nature such as strike, riot, terrorism, revolution, war or any action or circumstance that causes the omission of third party services.

Papershark is not liable for any financial losses or consequences incurred by Client such as, but not limited to, loss of profit, revenue, profit, contract, data, potential savings, related to any services provided.

On hand over of files from Papershark to Client, the Client shall assume

entire responsibility in ensuring that all files are functioning correctly before use.

Papershark cannot totally guarantee that materials delivered will be uninterrupted and error free however they take every effort to ensure that materials are delivered to the Client error free. However in the event that materials contain error they will be corrected free of charge.

If errors are found in materials after hand over, and these errors are Papershark created than Papershark will resolve these free of charge. If errors occur because of a browser updates from that of MS Internet Explorer and Firefox editions deemed current at time of hand over Papershark reserve the right to invoice for changes to materials. If the source errors are found to be from the Client then Papershark reserve the right to invoice for the correction of these errors.

If Client changes the server or hosting solution for their web site and materials, and or the address of web site materials this may cause a situation where by the original materials no longer work in part or in full. The Client accepts that this situation is completely Client created and that any and all actions to resolve this transfer of server, hardware or address can be invoiced and Papershark's discretion.

Should Client enter into compulsory or involuntary liquidation or for any reason cannot pay its business debts Papershark reserves the right to immediately cancel any outstanding projects and invoice Client for completed work.

Papershark shall have no liability to the Client or any third parties for and damages, including but not limited to, claims, losses, lost profit, lost savings, and other consequential, incidental or special damages arising for the abusive operation or inability to operate materials provided, even if Papershark has been advised in any capacity of possibility of such liability of damage from any course of use of any Papershark provided materials.

The Client undertakes to understand what illegal practice of any kind is, and Papershark will not be liable for any illegal activates undertaken by the Client using any materials provided.

There are laws and taxes that can affect internet ecommerce, and taxes and laws can change from country to country. Papershark will do their best to advise the Client on these matters however the Client agrees that this is not legal or financial advice. The Client agrees that they are responsible to comply with all laws and any localised laws of taxation of any country they are involved in. They agree that any law that they do not have knowledge is their own responsibility and Papershark is not responsible for any Client infraction mad knowingly or unknowingly.

Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Papershark and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Papershark may recommend that updates be made to materials that were provided. The Client accepts that reaction to security evolve over time as does the threat. The Client accepts that Papershark uses the most up to date code at time of invoice, but over time the code fall out of date and threat may increase. Papershark reserve the right to invoice separately for any action that updates the security of materials. Client agrees that Papershark is not liable for any failure to inform of security updates that could be made to their materials. Client agrees that it shall hold harmless, defend, indemnify, save and hold Papershark harmless from any and all demands, liabilities, loss and claims arising from failing to inform or implement these updates. The Client accepts that any damage or alteration to materials caused by undertaking any kind of update is their responsibility and any correction of damage or alteration made by update to the appearance or function of the site will be invoiced separately.

9. NONDISCLOSURE

Papershark, Papershark Employee, any third party associates agrees that it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Papershark to another party.

The client agrees any knowledge gained from Papershark during and throughout a contract duration will not be used in any campaign not managed by Papershark. This includes, but is not limited to, any knowledge derived directly or indirectly from keyword research, campaign analysis and web site analytics.

10. PRIVACY POLICY

Developer and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the Client in

communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

11. INDEMNIFICATION

Client agrees all services and facilities of Papershark are used at their own risk and agree to defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Papershark or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to web site content and choice of domain name, any content, copy, image and all materials created by Papershark and (including but not limited to) SEO and web marketing services provided by Papershark. Client also agrees to defend, indemnify and hold harmless Developer against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

14. TERMINATION

Either party may terminate this agreement forthwith by written notice to the other if the other party is in material breach of any of the terms of this agreement.

15. INTERPRETATION

Papershark reserve the right to terminate a project or any agreement made formally or informally with the Client who is in breach of these terms and conditions. Papershark will be the sole arbiter in deciding what constitutes a breach. Refunds, full or partial will not be guaranteed in this situation. This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law. Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law. Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts. Papershark reserves the right to alter these Terms and Conditions at any time without prior notice, the most up to date version of this document can be found at <http://www.papershark/about/toc.html> with date of last edit. By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally bound by these Terms and Conditions.

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