

CREATIVE STEAM LIMITED

TERMS AND CONDITIONS – JANUARY 2012

This document sets out the terms and conditions between your business and Creative Steam Limited (herein called "Creative Steam") and forms an integral part of any existing and future proposal or other written document or communication between your business and Creative Steam. The primary purpose of these terms and conditions is to minimize any potential misunderstandings and to clearly state the design and build phases of each project and set out the timings as to when stage payments are due.

If any term or condition appears unreasonable this is not our intention. We have a large client portfolio that has been built up by our respecting our clients and providing good quality customer care and support. We are always striving to improve our services and your feedback will always be welcome.

If any of our services do not come up to the standard that you should expect please do contact your Account Manager, Brittany Child, or Robert Hatcher so that we can put this right.

PAYMENT TERMS

Unless otherwise expressly agreed in writing by Creative Steam, our payment terms are strictly seven days from the date of invoice.

Unless other wise agreed, each design project will consist of two stage payments commencing with a non refundable deposit of 30% with the balance of 70% being payable on completion of each project, but before the release of the work to you or launch of a website.

PLEASE NOTE THAT WE WILL NOT COMMENCE WORK ON YOUR PROJECT UNTIL THE 30% DEPOSIT PAYMENT HAS BEEN RECEIVED BY US.

Where a project is being delayed outside of the agreed timescales through no fault of our own (see sections 'Design Schedule') we reserve the right to invoice you and receive payment for the remaining balance of 70% of the project.

CORPORATE/VISUAL IDENTITY AND LOGO CREATION

Design Schedule

Before a project commences we will agree with you a Design Schedule that will set out the following:

- Any material that we need from you.
- Milestones in terms of key stages within each project together with dates.
- Date of release of the final draft of the corporate/visual identity
- Date that the final review must be completed by.
- Date for the release of the corporate/visual identity.

The design schedule will be set out in writing and agreed between us. It is essential to the success of each project that both parties commit to keeping to the timetable and that requested material is provided to us on or before the agreed dates.

Should any slippage occur, then the party causing this must agree this with the other party.

Stationery Design

Where it has been agreed that our creation of the corporate/visual identity is to follow through into the design of stationery then the above Design Schedule will also include key dates for:

- Details of your stationery requirements.
- Date by which we must have all of the information to be printed on the stationery.
- Date that it must be completed and sent to the printers.

PRINT AND PROMOTIONAL MEDIA

Design Schedule

Before a project commences we will agree with you a Design Schedule that will set out the following:

- The material that we need from you to complete the project and the dates that you will provide this with this content. This will include photography, written copy and any other artwork.
- Milestones in terms of key stages within each project together with dates.
- Date of release of the final draft of the print or promotional material.
- Date that the final review of the final draft of the print or promotional must be completed by.
- Date for the signed of print or promotional material to be sent to the printers.

The design schedule will be set out in writing and agreed between us. It is essential to the success of each project that both parties commit to keeping to the timetable and that requested material is provided to us on or before the agreed dates.

Should any slippage occur, then the party causing this must agree this with the other party.

Design Process

The following design process assumes that your logo has already been designed by ourselves or by you and is available at the commencement of this project.

The design process for your project will be clearly set out in our Design Schedule and will be in line with the following:

1. Our Design Team will create the initial concepts for the look and feel of the print or promotional material.
2. After you have reviewed the concepts and discussed them with our Design Team, we will make your changes.
3. Once the look and feel of the print or promotional material has been agreed by you the Design team will carry out the next stage of the project as set out in the agreed Design Schedule.
4. Any small changes that you want us to make to this final draft of the print or promotional material will need to be given to us in writing and in one final changes document. Given the preceding design approval process, your changes must be restricted to reasonable small changes rather than a redesign of the work. If at this stage you do require more sweeping design changes, then these will need to be costed and charged to you in addition to the previously agreed cost for the project.
5. After making the changes set out in the final changes document the print or promotional material will be deemed to be signed off and ready for release to the printers.
6. On receipt of your balance payment of 60% the work will be released to the printers.

WEBSITE DESIGN AND BUILD

Design Schedule

Before a project commences we will agree with you a Design Schedule that will set out the following:

- The material that we need from you to complete the project and the dates that you will provide this with this content. This will include photography, written copy, any data needed for database import etc
- Milestones in terms of key stages within each project together with dates.
- Date of release of the final draft of the website.
- Date that the final review of the final draft of the website must be completed by.
- Date for the launch of the completed website.

The design schedule will be set out in writing and agreed between us. It is essential to the success of each project that both parties commit to keeping to the timetable and that requested material is provided to us on or before the agreed dates.

Should any slippage occur, then the party causing this must agree this with the other party.

Design, Build and Programming Process

The following design and build process assumes that your logo has already been designed by ourselves or by you and is available at the commencement of this project.

The design and build process for your project will be clearly set out in our Design Schedule and will be in line with the following:

1. Our Design Team will create the initial concepts for the look and feel of the Home Page. At the same time they will agree with you the following:
 - The website's navigational structure
 - The website's functionality and features in line with our original proposal document.
 - If at this stage you want to change the specification of the website any additional cost will be agreed with you before we proceed with the changes.
2. After you have reviewed the concepts and discussed them with our Design Team, we will make your changes.
3. Once the Home Page has been agreed by you the Design team will develop the designs for key top level pages of the website so that you can see how the Home Page design follows through to the rest of the website. If the website includes e-commerce or database driven functionality, then these key pages will also include the screens showing how this functionality will look and work. It is essential at this stage for you to immediately inform us if there is any misunderstanding in the way in which the functionality is intended to work. If you do not do this at this stage, you will be charged for any re-working time incurred.
4. After making any changes you require to these top level pages, we will then commence the build of the website. At this stage you will need to ensure that we have all the material that we have requested.
5. On completion of the build of the website it will be posted to our servers for you to review it.

6. Any small changes that you want us to make to this final draft of the website will need to be given to us in writing and in one final changes document. Given the preceding design approval process, your changes must be restricted to reasonable small changes rather than a redesign of the website. If at this stage you do require more sweeping design changes, then these will need to be costed and charged to you in addition to the previously agreed cost for the project.
7. After making the changes set out in the final changes document the website will be deemed to be signed off and ready for launch.
8. On receipt of your balance payment of 70% the website will be released for launch.

E-commerce and Database Driven Websites

Where the project includes e-commerce or database driven features and functionality then unless specifically agreed in writing by us, any input of products, images, data or the transfer of data into the database will be at an entirely separate and additional cost to the quoted project cost.

HOSTING AND EMAIL SERVICES

Hosting and Server Costs

Our hosting and server costs are paid by Creative Steam quarterly in advance in order to get the best pricing, quality and support terms for you.

For this reason, unless Creative Steam receive your payments by the due date Creative Steam will not be able to pay your hosting costs on time and your site or sites will be disconnected and emails suspended without warning or notice. The effect of this will be that your site or sites will not be viewable by the public, emails cannot be received or sent and search engines will assume your site has closed down, potentially deleting it from their listings.

To avoid these problems Creative Steam would recommend that you make your payments to Creative Steam either by standing order (available on request) or immediately on receipt of our invoices.

Cross Service Default Clause

All of our invoices are subject to the following cross service default clause:

Any invoices issued by Creative Steam in the past, present or future irrespective of the work or service provided or contained within the invoice, if not paid within the invoice payment terms, will result in the site or sites being disconnected without notice will not be reconnected and no other work or service will be carried out until the defaulting invoice is paid.

Where possible Creative Steam will provide you with notice of disconnection, but failure to do so will not prejudice the terms and conditions of this document.

These payment terms are necessary so that can provide you with a high level of service, ensure that your site has a 99.8% uptime and that our work and time is focused on marketing your business in accordance with Creative Steam's terms of reference with you.

Training

Unless specifically included in our proposal document, outside of any other payments that are agreed, all training will be charged at our standard hourly rate together with a charge for travelling time and associated costs.

Additional Software and Hardware

It is your responsibility to ensure that you have the appropriate software, valid software licences and computer hardware that you might need to use or operate any of the services that we provide to you.

Internet Hosting Server Support

Creative Steam's Internet servers are based in the U.K. whereby Creative Steam can ensure 24/7/365 technical support. Our technicians constantly monitor our internet servers and carry regular maintenance and upgrades as required to keep them at optimum performance and servicing condition.

Creative Steam makes every effort to ensure that the number of other sites on the Internet server that hosts your site will be kept at a level that ensures that your site's pages and products will be delivered without any delay being caused by the Internet server being too busy, inadequate available bandwidth or being otherwise overloaded. Creative Steam monitors the load on the servers every day to ensure that as our clients sites become busier through our Search Engine Positioning Service, service and site visitor access levels remain very high. This is of great importance to you as it will avoid your site's visitors becoming frustrated due to the server being too slow or failing due to capacity overload.

Should any problem occur with our Internet servers, Creative Steam will undertake to rectify the problem immediately and will continue to work on the problem until it is resolved. However, Creative Steam cannot accept any responsibility for any loss of sales or business whilst the site is offline or affected by the problem.

Our internet servers use server side components and software that are widely available to all other hosting companies operating on a Microsoft server platform. If you elect to host your site, we cannot guarantee that your site's programmed elements will function on their servers unless they are using these components and are correctly configured. At our discretion and subject to your covering our costs at our standard hourly rate, we can offer to re-program your site to operate on the hosting company's servers.

Hosting Charging Structure

Unlike most other hosting companies, Creative Steam does not generally make additional charges related to the file size of your site or make additional charges related to the actual bandwidth used by your site. However, as your website grows in the number of people visiting it, we will need to increase the hosting cost to you as your website absorbs more bandwidth and resources of the server that your site is hosted on. Before increasing the cost, we will discuss with you an appropriate charging structure that enables us to continue to provide a very high quality hosting service that is essential to the success of your website. We review the charging structure of your hosting and resource usage on an ongoing basis, and reserve the right, after one month's notice, to increase the cost of the hosting where the server and/or bandwidth resources are out of line with the hosting cost being charged to you.

Also included in our hosting service charges is our email service.

Site Maintenance

Work carried out on your website will be charged at our standard hourly rate.

Email Technical Support

If you have a problem with emails and you ask us to investigate the problem, we will do so on the understanding that:

1. If the problem is not caused by ourselves or our server systems, then you will be charged for the entire time we have taken in investigating the problem on your behalf, regardless of the outcome of the investigation.
2. Wherever possible we will attempt to track the cause of the problem, but where the problem is caused by a third party or intermediary that you are using, it is your responsibility to resolve the issue directly with them.
3. We will only investigate email problems that relate to email accounts being hosted on our servers.

FTP Access Responsibilities

If you have been granted FTP access to your site files, it is a condition of this facility that you are wholly responsible for the following:

1. Keeping your UserID and Passwords in a very secure place and not divulged to third parties
2. Do not place files or documents on the server that are not publishable to the public
3. Backing up your site files since Creative Steam will not be keeping up to date copies of your site
4. Any problems with your website are entirely your responsibility.

Site Setup and Maintenance For Websites Hosted With Third Party Companies

Where we have designed a website or are asked to make changes to a website hosted with another company, we make no warranties that the website will function as you intend it to. If we specifically undertake to design a website or maintain a website that is hosted on specific third party servers, it is on the following basis:

1. Outside of the cost of the work that we are charging you for the website, our time and costs of dealing with your chosen hosting company is specifically excluded from any of the costs shown in our proposal documents.
2. You will be charged at our standard hourly rate for any time we spend in dealing with the third party hosting company, including time left holding on the telephone while waiting for meaningful support.
3. You will be charged for any additional programming time or any other work that is needed to ensure that the website will work and continues to work on the third party servers.
4. It is your responsibility to set up and renew SSL Certificates with the third party hosting company and to ensure that your domain name is renewed.

Domain Name Registration

If Creative Steam registers any domain names on your behalf they will be registered in your name or company name and will therefore be owned by you. It is your responsibility to ensure that any fees due in respect of the domain name are paid promptly, otherwise you may lose the right to that domain name.

Domain Name and Website Transfers

If you wish to transfer your domain name or Website to another hosting company please see Creative Steam's current tariff for any charges that may be applicable.

Creative Steam uses high-end components and programs on our servers to enable you to get the best out of the latest Internet technologies. Accordingly if you decide to host your site with another hosting company, Creative Steam cannot be held responsible in any way for the future operation of the site or that it operates or functions as Creative Steam intended once it has been transferred away from Creative Steam's servers.

GENERAL

Provision of Written Copy, Photography and Other Content

Where the provision of written copy, photography or other content by Creative Steam is not specifically included in writing as being part of our fixed costs to you, it is your responsibility to provide this material to us in good time and before the 2nd Draft stage has been completed by Creative Steam. As part of the design process, we will advise you in writing of any material or content that we require from you at or before completion of the 1st Draft stage.

It is our strong recommendation that you use professional copy writers and photographers and we would be pleased to recommend suitable professionals to you. While we will provide you with guide costs for these professionals, it is your responsibility to agree costs and terms of engagement with them. Please note that these professional costs are not part of our costs and charges to you and therefore it is your responsibility to settle payments direct with the copy writer and/or photographer.

Where stock photography and/or library images are used as part of the project, unless specifically agreed in writing by ourselves, the stock photography and library image costs will be charged to you as an additional cost. We will discuss and agree these stock photography and library image costs before committing you to purchasing them.

Printing and Print Liaison

All of our quoted costs in respect of print based media exclude the cost of printing and our time for obtaining print quotations and liaising with you and the printers. These costs will be invoiced to you separately.

Late Payments

Creative Steam strongly recommends that for regular payments to Creative Steam for hosting, email, search engine service and site maintenance contracts that these are paid by standing order and timed to be paid before the due date to allow for weekends and bank holidays. Creative Steam can provide you with a completed standing order mandate at any time.

For one off or stage payments, Creative Steam would suggest that these are paid immediately on receipt of the invoice to avoid late payment charges and delays in the work Creative Steam is carrying out for you.

If you have any queries over any aspect of an invoice then this must be raised with Creative Steam immediately on receipt. However, to avoid this being used as a means of delaying payment, the outstanding invoice must be paid by the due date otherwise it will be subject to the late payment charges and the Cross Service Default clause. On resolution of the dispute, any refund due to you will be reimbursed immediately together with any interest charged.

Copyright

It is your responsibility to obtain the copyright permissions for any text, images or other files that Creative Steam has used in the creation of your Web site, brochure or marketing material that have not been directly created by Creative Steam.

Copyright to the Web site, brochure or marketing material as published is passed to you once full payment for the work has been received and cleared by your bankers. Exceptions to this are:

1. Any programming code created or generated by Creative Steam is to be used by you under licence, but copyright does not pass to you. This licence allows you use of the programming code for the domain name it was created for and cannot be used on any other site or domain whatsoever.
2. Where we create or modify a corporate identity or logo as part of our design process which is not being specifically charged to you then copyright of this corporate identity or logo remains with Creative Steam and your licence to use this work only applies to the work we have carried out on your behalf.
3. Where material has been created by us but is not used in the final published version of a brochure, printed material or website, this material remains the property of Creative Steam and copyright of this does not at any time pass to you. This includes any artwork, Flash creation files or files that Creative Steam has given to you that are not used in the final artworks created for you.
4. Where a member of the Creative Steam team has shot photography for your project, the copyright to this photography remains with Creative Steam. You have a licence to use these images in the printed material or website that we have created for you. The copyright and therefore the free use of the photography can be purchased at an agreed cost.

An extension of the licences as set out above can be purchased so that they can be used in other areas of your business or marketing material. The copyright to the photography, images and logos can also be purchased from Creative Steam at a mutually agreed price.

Photography and Copywritten Material

Where we have introduced a professional photographer or copy writer to you, it is your responsibility to agree with them their costs, invoicing arrangements, copyrights and any terms and conditions that may apply.

Exclusion of Incidental, Consequential and Other Losses

To the maximum amount permitted by law, in no event shall Creative Steam or its suppliers be liable for any special, incidental, indirect, punitive or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any other duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use or inability to use your website, hosting, software or any service provided by Creative Steam or its support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of our services, even if Creative Steam or any supplier has been advised of the possibility of such damages.

It is your sole responsibility to manage all aspects of your Website's security in respect of credit card and personal details taken through your Website (including, but not limited to, security of details taken through website forms, emails, e-commerce facilities and any person's details that may be held on the Website's server).

Termination

Subject to the overriding clauses above and in any other written agreement, you have the right to terminate your contract with Creative Steam at any time, subject to your providing Creative Steam with one month's notice and paying any outstanding invoices or accrued work in progress or liability that has not yet been invoiced. Notice will not be accepted or deemed to be effective until outstanding invoices and liabilities for work carried out are paid in full.

Creative Steam reserves the right to terminate any or all of its services to you without explanation at any time. Where possible, termination of any or all services will be accompanied by one month's notice.

Upon Termination of the contract, refunds will not be given for any unexpired periods of service contracts, services or facilities.

Notwithstanding Termination of the contract with Creative Steam, you will still be bound by all these terms and conditions including any outstanding liabilities, payment terms, copyright and exclusion of incidental, consequential and other losses.

Acceptance of These Terms and Conditions

These changes are deemed to have immediate effect and apply to current and future contracts and projects that are progress.

Should you wish to vary the terms of this agreement in the future, this must be in writing and our acceptance of any variation must be evidenced in writing. Verbal evidence will not be acceptable. If we cannot reach agreement on any variations you wish to make, we reserve the right to withdraw our services without notice, at which time the terms of this document will remain binding.

Creative Steam Limited
January 2012