



Infinite Web Solutions
Unit 14
Trinity Enterprise Centre
Iron Works Road
Barrow-in-Furness
Cumbria
LA14 2PN

Terms and Conditions

1. Definitions

"Agreement" means the agreement between you and us for the provision of the Service, the terms of which are set out in these Terms and Conditions, the Confirmation of Order and the Confirmation of Service.

"Business Day" means a day, other than a Saturday or a Sunday, on which clearing banks are open for commercial business in both Edinburgh and London.

"Confirmation of Order" means the document entitled "Confirmation of Order" sent by us to you after your placement of an order for Services and confirming certain details of the Services you have selected and certain terms applicable to those Services.

"Confirmation of Service" means the document entitled "Confirmation of Service" contained in the welcome pack sent by us to you following your placement of an order for services and confirming certain details of the services you have selected, certain terms applicable to those services, and your selected payment method.

"Service" means products and services provided by us relating to the Internet, World Wide Web and e-commerce, including but not limited to internet advertising, internet access, email, website building, website hosting, domain name registration and telecommunication services.

"Us" and "we" and "our" means Infinite Web Solutions LTD, a company incorporated in England and based in Unit 14, Trinity Enterprise, Ironworks Road, Barrow in Furness, Cumbria. LA14 2PN. For more information please visit <http://www.infinitewebsolutions.biz>

"You" and "your" means the company or other persons wishing to buy services.

2. Terms and Conditions

Before using the Service you should read these terms and conditions carefully. By using the Service you show your agreement to be bound by these terms and conditions, whether or not you are a registered user of the Service. If you do not agree to these terms and conditions do not use the Service. Where we agree to provide any more products or services these may be provided by us or a third party. We will tell you if any additional products or services (whether provided by us or by a third party) attract separate charges or have more or different terms and conditions. You confirm that in relation to any Agreement entered into and the purchase by you of the Service that you are acting in a business capacity and are not and will not "deal as a consumer" for the purpose of section 12 of the Unfair Contract Terms Act 1977. If you believe that you may be acting as a consumer and not for the purpose of a business you should contact us using the contact details given in the Confirmation of Order and Confirmation of Service.

3. Customer Obligations

You appoint us to act on your behalf for the provision of the Service.

3.1 Account security – You will be asked to register a security password for use with the Service which will be your mother's maiden name or your date of birth. You are responsible for maintaining the confidentiality of the passwords and also for all activities that take place under use of passwords.

3.2 Acceptable use

3.2.1. The following clause 3.2 applies to all uses by you of the Service, including all use of any website built by you or by us. We may suspend or block access to your use of the Service if you break, or we have reason to believe you may have broken this clause or any other provision of these terms and conditions. You shall not:

3.2.1.1. Use the Service or your website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Service.

3.2.1.2. Send email or any type of electronic message with the intention or result of affecting performance of any computer facilities.

3.2.1.3. Publish, post, distribute or spread defamatory, infringing, obscene, indecent or other unlawful material or information via the Service, or on the website.

3.2.1.4. Use the Service to threaten abuse, disrupt or violate the rights (including rights of privacy and publicity) of others.

3.2.1.5. Engage in illegal or unlawful activities through the Service or via your website.

3.2.1.6. Make available or upload files to your website or to the Service that you know or should be reasonably aware contain a virus, worm, Trojan or corrupt data.

3.2.1.7. Get or try to get access, through whatever means, to areas of our network or the service which are identified as restricted or confidential, or

3.2.1.8. Move material to or from your computer or website which infringes any laws, regulations or the rights of others.

3.2.2. In using the service you shall keep to all laws applicable to this use.

3.2.3. We reserve the right to remove material from your website or the Service that we find offensive or believe that others may find offensive.

3.2.4. You are responsible for providing all information that you want to be put on your website. You have full responsibility for the content of your website including without limitation any images that you display on your website. It is your responsibility to ensure that the content of your website does not breach the intellectual property rights of any third party and that you have permission to use all content. We accept no liability for the content of your website.

3.2.5. We reserve the right to stop the whole or any part of the Service in relation to your website and to stop the Agreement if we deem the content of your website to be unsuitable.

3.2.6. It is your duty to terminate the Agreement within the parameters of clause 7.1.1.

3.2.7. With website designed by Infinite Web Solutions, customers have the right to free amendments while they have an active account with our selves, however, this is capped with a fair use policy.

4. Our Service Obligations

4.1 Scope

4.1.1. The scope of the service to be provided is set out in the Confirmation of Service.

4.1.2. We warrant that we will make reasonable attempts to make sure that the service is provided as described in the Website and confirmed in the Confirmation of Service but because the Service is provided by means of a computer and telecommunication system we make no warranties or representations that the service will be uninterrupted or error free.

4.1.3. You confirm and accept that no software including without limitation software supplied as part of or used to provide the Service is error free and if any errors, interruptions or viruses (save as expressly set forth in the Agreement) all conditions and warranties express or implied, by law or otherwise, (including but not limited to any conditions or warranties as to satisfactory quality or concerning the fitness of the Service or any part of that for a particular purpose) are excluded to the fullest extent permitted by law. No oral advice or written information given by us, our employees, agents, licensors or the like shall create a warranty nor shall you rely on any such information for advice.

4.2. Suspension of Service

4.2.1. We may stop the service without liability on our part, and with as much prior notice to you as reasonably possible (except in the case of paragraph (a) or paragraph (c) below in which case we may do so without prior notice):

- (a) if necessary for operational reasons or for the purpose of carrying out work at our premises or maintaining or upgrading the Service or system; or
- (b) if obliged to comply with an order, instruction or request of an emergency service organisation or a governmental or other competent authority; or
- (c) if you owe any payment to us.

4.3 Infinite Web Solutions accepts no responsibility for third party inefficiency, this includes Google, Yahoo and Bing.

5. Limitation of Liability

5.1. Infinite Web Solutions Ltd accepts no liability for any damages caused to any business through the use of its services. This does not supersede any English laws or affect any of your statutory rights.

6. Payment

6.1. All payments will be taken in arrears upon completion of work, if the project is broken down by stages payments will be taken upon completion of each stage.

6.2 All payments will be plus VAT which will be charged at the current rate.

7. Term

7.1. The Agreement will become effective immediately, however you are still entitled to a cooling off period of seven (7) days. Upon completion of the project/stage payment will be due pending customer satisfaction.

8. Renewal

8.1 Customers may lease property from Infinite Web Solutions including websites and domain names on a month by month basis which will be billable in arrears on the final day of the monthly agreement, if they wish to renew this lease plan, they must inform Infinite Web Solutions no later than the date they settle their bill. Should a customer decide to renew after this date, Infinite Web Solutions cannot be held responsible should the property have already been leased to another customer.

9. Product Terms and Conditions

9.1. Website construction

9.1.1. All websites and domain names will remain the property of Infinite Web Solutions and customers may only lease this property. Customers may make an offer to purchase outright once the product is complete but the decision to sell is strictly at the sole discretion of Infinite Web Solutions.

9.1.2. Customers may contribute as much or as little information as possible towards the design of the forthcoming product they are going to lease.

10. General

10.1. Occasionally Google and other search engines will review a website and assess it for illegal or illicit content before launching it. This process is advised to take up to 72 hours, however, on some occasions it may take longer. Infinite Web Solutions Ltd accepts no liability for any time lost through this process.

10.2. The Agreement and any documents expressed by the Agreement to be incorporated in the agreement constitute the entire understanding between us and you and save in respect of fraudulent statements supersedes all prior agreements, arrangements, understandings and representations (whether oral, written or otherwise) made by or between us and you.

10.3. The Agreement and these terms and conditions shall be governed by and construed and interpreted in accordance with the laws of England and subject to the non-exclusive jurisdiction of the courts in England.

10.4. The headings of the paragraphs of the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement

10.5 Infinite Web Solutions often provides a personalised service. Once such a service has started the statutory cooling off period is non-applicable. This is in accordance with government legislation, for full details please see <http://www.legislation.hmso.gov.uk/si/2000/20002334.htm> or for customers in the Republic of Ireland please visit <http://www.irishstatutebook.ie/2001/en/si/0207.html>

10.6 please note that in all business to business transactions, no cooling off period is given. This is in accordance with government legislation, for full details please see <http://www.businesslink.gov.uk/bdotg/action/detail?itemId=1075385183&type=RESOURCES>

10.7 We reserve the right to change or update these Terms & Conditions at any time and without notice, however, the Terms & Conditions that are in place at the time any agreement is taken out are the Terms & Conditions that will be honoured.