



Terms & Conditions

The following terms and conditions refer to Shady Dolphin Studios Limited ("The Agency") and its relationship with its clients and potential clients.

1. General Terms & Conditions of Business

- 1.1 Quotes & Prices
 - 1.1.1. All quotes/estimates are valid for 30 days from the date of submission.
 - 1.1.2. Quotes/estimates are based on the information provided by the Client, including but not limited to detail on quantities, structure, scope and functionality. Any quote/estimate may therefore be subject to change should the client's requirements change at any time.
 - 1.1.3. Unless otherwise stated, photography, stock images, delivery, copywriting and VAT will be charged extra.
 - 1.1.4. If the contract or hourly price has not been fixed for the term of a contract, our hourly rate of £50 will apply.
 - 1.1.5. The Agency reserves the right to alter the hourly rate at any time as business needs dictate.
 - 1.1.6. Quotes/estimates are based on the Agency's current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
 - 1.1.7. Any estimates given by The Agency as to the time of completion or performance of its services (whether completion of the whole or a part of those services) shall be estimates only and time shall not be of the essence.
 - 1.1.8. Any stated timescale is reliant upon the client providing all required information/copy/images within the time set out at project initiation.
- **1.2 Methods**
 - 1.2.1. The Agency reserves the right to sub-contract the fulfilment of an order or any part thereof.
 - 1.2.2. Any images supplied electronically will be incorporated into designs without charge provided that they are of suitable quality. All images need to be supplied as EPS illustrator vectors for logos and Photoshop tiffs (300dpi min) for pictures. Any logos that need to be re-drawn will be charged extra at our hourly rate. All supplied images requiring scanning or alterations to be charged at £50 per image. Images sourced from external image libraries may incur additional licence/royalty charges payable by the Client.
 - 1.2.3. Should the Client supply text, artwork or images, the Agency is not obliged to edit, check or guarantee the correctness thereof in any way whatsoever, and the end product shall be made at the entire risk of the Client.
 - 1.2.4. The Agency shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material supplied by the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
 - 1.2.5. Origination and/or conceptual work and any copyright subsisting therein shall remain the property of the Agency unless otherwise agreed in writing with the Client.
 - 1.2.6. The Client's property and property supplied to the Agency on behalf of the Client, while it is in the possession of the Agency or in transit to or from the Client, will be deemed to be at Client's risk unless otherwise agreed and the Client should insure accordingly.
 - 1.2.7. The Agency may charge rent for storage of goods retained at Client's request, or items left with the Agency before receipt of the order or after notification to the



Client of completion of the work.

- 1.2.8. When required to expedite project delivery ahead of the time needed for proper production of a given deadline, the Agency shall not be liable for defects occasioned thereby. Should such delivery require payment of overtime wages, delivery charges or other additional costs, all such extras will be for the Client's account.
- 1.2.9. The Agency shall not be required to use, print, upload or hold any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of a third party.
- **1.3 Invoices & Payment**
- 1.3.1. Payment must be made no more than 30 days after date of invoice unless otherwise agreed in writing in advance.
- 1.3.2. We understand and will exercise our statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998 amended by European Directive 2000/35/EC if we are not paid according to these terms.
- 1.3.3. All work remains copyrighted to the Agency until settlement of relevant fee account.
- 1.3.4. All invoices are subject to UK VAT at the current rate, unless a valid exemption certificate is provided.
- 1.3.5. All payments must be in UK Pounds Sterling.
- 1.3.6. All work completed after project inception will be billed as it is completed at the end of every calendar month as Work in Progress (WIP) until the conclusion of the project.
- 1.3.7. If the Agency incurs any costs as a result of the Client's neglect or default, the Agency may charge those costs to the Client in addition to the contract price.
- 1.3.8. The Client shall pay for any preliminary work which is produced at his/her request, whether experimentally or otherwise. A 50% rejection fee is applicable on all designs executed by the Agency should the Client cancel their contract/order.
- 1.3.9. When payment is overdue, the Agency may suspend work, service and/or delivery without notice and without prejudice to any other legal remedy until due payment has been made. Furthermore, any work started but incomplete may be suspended and payment therefore becomes immediately due and payable, notwithstanding anything expressed herein, and any monies in respect of.
- 1.3.10. The Agency may require payment in advance, or a deposit of at least 50% of the quote/estimate total prior to instigating work on an order, particularly but not limited to the following situations: new clients; clients with a poor payment history; large, lengthy or complex projects. Where a deposit is required, the balance shall be due upon completion of the work, unless otherwise agreed in writing in advance.
- 1.3.11. If your payment is returned by the bank as unpaid for any reason, you will be liable for a charge of £50 for each occurrence.
- **1.5 Insolvency**
- 1.5.1. If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or is deemed to be unable to pay its debts or have a winding-up petition issued against it or being a person who commits an act of bankruptcy or has a bankruptcy petition issued against him, the Agency without prejudice to other remedies shall:
 - 1.5.1.1. Have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Client. Such charge to be an immediate debt due to him.
 - 1.5.1.2. In respect of all unpaid debts due from the Client have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards such debts.
- **1.6 Force Majeure**
- 1.6.1. The Agency shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for



the performance of the contract. During the continuance of such a contingency the Client may by written notice to the Agency elect 'to terminate the contract and pay for work done and materials used', but subject thereto shall otherwise accept delivery when available.

- **1.7 Information Provided by You**

- 1.7.1. You warrant that the name, address and payment information provided when you place your order with the Agency will be correct and you agree to notify the Agency of any changes in the name, address and/or payment details.
- 1.7.2. You agree that the Agency may disclose your name and address where any enquiries are made.
- 1.7.3. You warrant that you possess the legal right and ability to enter into this Agreement and to use the Agency's services in accordance with this Agreement.

- **1.8 Indemnity**

- 1.8.1. You shall indemnify us and keep us indemnified and hold us harmless from all liabilities, actions, claims, proceedings, losses, expenses (including reasonable legal costs and expenses), costs and damages, howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement, or arising out of claims based upon or relating to our work for you or any claim brought against us by a third party resulting from the provision of any Services to you and your use of them.
- 1.8.2. The Agency will notify you promptly of any claim for which the Agency seeks specific indemnification at the currently supplied address. The Agency will afford you the opportunity to participate in the defence of such claim, provided that your participation will not be conducted in a manner prejudicial to the Agency's interests, as reasonably determined by the Agency and/or its legal representatives.

- **1.9 Limitation of Liability**

- 1.9.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, are subject always to sub clause 1.9.2.
- 1.9.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
- 1.9.3. In any event, no claim against the Agency shall be brought unless you have notified the Agency of the claim within one year of the issue arising.
- 1.9.4. In no event shall the Agency be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of business, contracts, anticipated savings or profits or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Agency's negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by the Agency.
- 1.9.5. The Agency warrants that its services will be provided using reasonable care and skill. Where the Agency supplies any goods supplied by a third party, the Agency does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign the benefit of any warranty, guarantee or indemnity given by the supplier of the goods to the Agency.

- **1.10 General Terms**

- 1.10.1. These conditions and all other express terms of the contract shall be governed and constructed in accordance with the laws of England & Northern Ireland and you hereby submit to the non-exclusive jurisdiction of the English & Northern Ireland courts.
- 1.10.2. The Agency shall not be liable or deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was due to any cause beyond its reasonable control.
- 1.10.3. All quotes/estimates, briefs and other Client/Agency documents are commercially confidential and may not be disclosed to third parties without prior written agreement.
- 1.10.4. These terms and conditions, together with any documents expressly referred to in them, contain the entire Agreement between the Agency and the Client relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings, proposals or contemporaneous communications,

written or oral: between the Agency and the Client in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you confirm that you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been expressly made in this Agreement.

- 1.10.5. Any notice to be given by either party to the other may be sent by either email or post to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved, be deemed to be received on the day it was sent, or if sent by post shall be deemed to be served two days following the date of posting.
- 1.10.6. Headings, numbering and summaries are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.10.7. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and the Agency as a result of your use of these services. You agree not to hold yourself out as a representative, agent or employee of the Agency. You agree that the Agency will not be liable by reason of any representation, act or omission to act by you.
- 1.10.8. The Agency reserves the right to revise, alter, modify or amend these terms and conditions, and any of our other policies and agreements at any time and in any manner without prior notification. Notice of any revision, amendment, or modification will be posted in accordance with our Terms and Conditions.
- 1.10.9. If any of the provisions of this Agreement are judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them will be not be deemed to be prejudiced.
- 1.10.10. This Agreement takes effect on the date on which you order our services. Acceptance of these terms is an absolute condition of the Client requesting work. An order constitutes acceptance of all our Terms and Conditions.
- 1.10.11. You shall not assign this Agreement or any benefits or interests arising under this Agreement without the Agency's prior written permission.
- **1.11 Service Level Agreements**
- 1.11.1. The hours provided in Service Level Agreements (SLA) can be used in any way, other than for fixed costs and essential services – such as web hosting or advertising placement – or towards payment of debts or existing/quoted jobs.
- 1.11.2. Once an account handler at the Agency has been given a job brief as part of the SLA, should the work take longer than 30 minutes, we will endeavour to provide a total estimate of how long the job will take for approval by the Client before any work is commenced.
- 1.11.3. For each job requested by the Client as part of the SLA, a minimum of 15 minutes will be deducted from the remaining SLA time allowance.
- 1.11.4. All hours worked as part of an SLA are recorded and can be forwarded to the Client on request.
- 1.11.5. Once a Client approaches the final two hours of their SLA allowance, the Agency will endeavour to notify them automatically via email, providing the opportunity to purchase another SLA.
- 1.11.6. Any hours that have not been used within the initial 12 months after purchase will roll over to the following year, up to a maximum of 24 months. However, although the Agency reserves the right to increase the hourly rate as business needs dictate, the hours in an SLA will be honoured at the original rate at which they were purchased for one year, after which time, any roll-over hours will be applied to subsequent years at the new hourly rate.



Digital Media Terms & Conditions

- **3.1 Programming**
- 3.1.1. The Agency can only program sites to be as secure as reasonably possible at the time of delivery and can not offer indemnity against future threats/

developments.

- 3.1.2. Once the Agency has deemed a project to be complete, any amendments will be charged at the Agency's standard billing structure of £50/hour.
- 3.1.3. The Agency develops websites for compatibility with the current version of Microsoft Internet Explorer: not all previous versions or every browser. If further compatibility is required, the Agency must be advised at the outset.
- **3.2 Ownership**
- 3.2.1. The ownership of the web pages and copyright therein shall remain with the Agency until payment in full has been received for all sums owing. Once payment has been received, ownership and copyright shall pass to the Client for page text and graphics specific to the Client.
- 3.2.2. Ownership of all code used in processing web pages shall remain with the Agency and it is expressly agreed that the use of such code in processing the web pages does not confer any passing of title from the Agency to the Client.
- **3.3 Content**
- 3.3.1. The Client shall supply the copy for your web pages in clear and usable permanent or electronic form and shall be entirely responsible for the content of the web pages.
- 3.3.2. All images uploaded to websites by the Client (via CMS, FTP or other) should be optimised (compressed file size). The Agency can provide advice on the best image editing software packages, but accepts no responsibility for the performance or compatibility of third-party software, or the results they produce.
- 3.3.3. When a test link is provided, it is the responsibility of the Client to test the functionality, read and check all copy, as well as approve the design and images used before approval is given.
- 3.3.4. The Agency can provide legal disclaimers and privacy policies; but it is the responsibility of the Client to confirm with their own legal advisers that these meet their individual requirements, as The Agency accepts no responsibility for their accuracy, relevance or currency.

2. Website Hosting and Email Terms & Conditions

Summary

- The Agency offers website hosting and database hosting services through the use of third party providers and is subject to requirements set out in these terms and conditions and any other relevant terms and conditions, policies and notices which may be applicable to the supply of hosting services.
- Below is a summary of the main points covered in these terms:
- Whilst we and our suppliers will always endeavour to give you the best possible level of service, we cannot guarantee 100% availability of service.
- The Agency and our suppliers accept no responsibility for any losses caused through a loss of service.
- Your service will be removed if you fail to pay in time or misuse the service.
- The Agency will not be liable for any costs to restore your service once it has been removed. Specifically, any websites with databases will require reprogramming once they have been removed from their original server.
- Any work undertaken by the Agency at the request of the Client will be charged at our standard rate of £50 per hour, including investigations regarding problems or loss of service that are not due to the Agency or our suppliers. The Agency should only be contacted after you and your IT professional/advisor have established that any problems are not due to you or your systems.
- **4.1 Website & Email Content & Use**
- 4.1.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server. You warrant the accuracy, truthfulness and reliability of any information (including, where applicable, statements of opinion or advice) which you place or allow to be placed on your



- web pages. You warrant that you are authorised to promote and/or provide any information which you promote and/or provide on your web pages (for example if you are providing financial information, that you hold any necessary authorisation under all relevant legislation including the Financial Services Acts).
- 4.1.2. You represent, undertake and warrant to us that you will use the website allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that:
 - 4.1.2.1. You will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.
 - 4.1.2.2. You will not host, post, publish, disseminate, link to or transmit:
 - 4.1.2.2.1. Any material or information which is unlawful, infringing, threatening, abusive, malicious, defamatory, obscene, indecent, blasphemous, profane or otherwise objectionable in any way.
 - 4.1.2.2.2. Any material containing a virus or other hostile computer program.
 - 4.1.2.2.3. Any material or information which constitutes, or encourages the commission of a criminal offence, or which threatens, harasses, stalks, abuses, disrupts or violates the legal rights (including rights of privacy and publicity) of others, or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
 - 4.1.2.3. You will not send bulk email, whether opt-in or otherwise, from our network. Nor will you promote a site hosted on our suppliers network using bulk email.
 - 4.1.2.4. You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.
 - 4.1.2.5. You shall observe the procedures which we may from time to time prescribe and you shall make no use of the Server which is detrimental to other customers.
 - 4.1.2.6. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.
 - 4.1.2.7. In the case of an individual User, you warrant that you are at least 16 years of age and if the User is a company, you warrant that the Server will not be used by anyone under the age of 16 years.
 - 4.1.2.8. You are entirely responsible for any civil or criminal liability that is incurred as a result of any use of your web pages. If you post or allow to be posted a defamatory or libellous message, it is you that will be deemed to have published it and you shall be liable for the consequences of it.
 - 4.1.3. We and our suppliers reserve the right to remove any material which they deem inappropriate from your web site without notice (specifically, but not restricted to, Warez and illegal MP3 content).
 - 4.1.4. If you advertise or offer to sell goods or services via your web pages, you undertake to provide goods in conformity with any description and warranties made. You agree to comply with all relevant legislation including Advertising and Broadcast regulations, Consumer Credit Acts and Trades Descriptions Acts. If you are advertising goods in the course of a trade or business this must clearly be so stated.
 - **4.2 Charges**
 - 4.2.1. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us and shall be due and payable in advance of their service provision without any set-off or other deduction. We reserve the right to change pricing at any time, although all pricing is guaranteed for the current subscription period.
 - 4.2.2. Payment is due each anniversary month, quarter or year following the date the Services were established until closure notice is given.



Web Design and Development

50% of the full purchase price (including VAT) must be paid in advance prior to work commencing. A further payment of 30% of the full purchase price must be paid at the design sign off stage of the website construction. Work will not continue and the client risks losing their development time slot if payments are late. A final payment

for the remaining 20% of the full purchase price must be paid at completion or eight weeks after design sign off, whichever is shorter. Please note that completion means completion of the construction of the website, it does not mean the date of the launch of the website. The final payment must be paid prior to any website going live. A full VAT invoice will be issued to the client by Shady Dolphin Studios LTD. Please note that if paying in a currency other than sterling rates finally charged may vary due to currency fluctuations. The purchase price is agreed in advance and will be related to the deposit paid unless otherwise agreed in writing by both parties. If a start and end date are not formally agreed, Shady Dolphin Studios LTD will complete projects as soon as possible but will not be held to any specific deadlines. After 30 days from date of invoice a 5% monthly interest fee will be added to the balance on account each month, until the balance is paid. If the balance passes 90 days of date of invoice an additional collection fee of £300.00 + VAT will be charged. Shady Dolphin Studios LTD will not be responsible for payment of any third party software or licenses required for the build or continued operating of the website of software solutions. If the scope of work changes during development or if the client has not been clear with regards to the exact functionalities required Shady Dolphin Studios LTD have the right to adjust invoicing accordingly. Once a website goes live on hosting the hosting will be contracted for a minimum of 12 months after which it will roll month on month.

If in the chance a website goes live without final payment being made, or if invoices are not paid within 30 days from invoice date, Shady Dolphin Studios LTD have the right to freeze all services provided without notice, until full balances are paid.

Information

The client agrees to provide all information, text, contents, contact details, profiles and any and all other information to be included in the website to Shady Dolphin Studios LTD prior to the start date / deposit payment date.

If additional information, images or changes are supplied by the client after the start date or deposit payment date, the client hereby accepts that Shady Dolphin Studios LTD will charge an additional £60.00 per hour to implement same. Furthermore, if page changes/amendments/modifications are made by the client after the start date / deposit payment date an additional charge will be payable to Shady Dolphin Studios LTD. Details of these charges are available on request. Functionality must be specified prior to the start date. Where the client requires changes/amendments/modifications to the functionality additional charges will be incurred and deadlines will be void. Details of the additional charges are available on request.

Functionality & Hosting

It is the responsibility of the client, when providing functional requests and instructions to be included in the website, to ensure that these designs and functions are not protected by any third party intellectual property rights or patents. The client hereby agrees to indemnify Shady Dolphin Studios LTD from any legal action brought by a third party for infringement of that third party's intellectual property rights or patents arising from any formatting with regards coding, processes, journeys or functions contained within the client's website. This indemnity will continue after completion and extends to grant indemnity for design, content and functionality for which Shady Dolphin Studios LTD can accept no liability.

The client must specify all functionality prior to the start date. Shady Dolphin Studios LTD will discuss functionality with the client prior to the start date to assist the client with the options available. The hosting must be established prior to the completion date otherwise hosting charges will be invoiced. Shady Dolphin Studios LTD will endeavour to assist in this matter but ultimate responsibility remains with the client.

Shady Dolphin Studios LTD will not be liable for any loss in sales or business due to server downtime, human error, loss of emails or data, site downtime, site hacking, third party integrations or due to system failures, unless contracted with a Service Level Agreement. Shady Dolphin Studios LTD may use third party payment gateways and ESCROW facilities where appropriate to accept and process credit card payments. Shady Dolphin Studios LTD will not be responsible for any fraudulent transactions, failed transactions or any transfer of funds. The client hereby removes all liability from Shady Dolphin Studios LTD for any financial losses or third party losses. Shady Dolphin



Studios LTD will permit the client to view all work prior to making it live online to the public and therefore the client hereby agrees to indemnify Shady Dolphin Studios LTD from any loss in sales, downtime or reputation due to site errors or problems. If Shady Dolphin Studios LTD are made aware of any such issues they will rectify them as soon as possible. Clients must clearly request access levels required prior to contract start date.

The full balance monies will automatically become due on the completion date, without deduction. The client hereby agrees that in the event that delay is caused by the client's failure to provide information, images, functionality or any other essential requirements, content or designs for the setting up of the website the client will pay the full balance monies due to Shady Dolphin Studios LTD on the completion date without deduction. If the client misses the coding slot allocated Shady Dolphin Studios LTD reserve the right to charge for the reallocation of coding time. New coding slots will be reallocated at Shady Dolphin Studios LTD's discretion. Third party software integrations unless agreed in writing, will be timed and costed separately – all costs payable to third parties will be the responsibility of the client.

Creative Design Services

50% of the full purchase price (including VAT) must be paid in advance prior to work commencing. A further payment of 30% of the full purchase price must be paid at the First draft edit stage of the Video production. Work will not continue and the client risks losing their editing time slot if payments are late. A final payment for the remaining 20% of the full purchase price must be paid at completion. All design projects have 2 amendments sessions, where we will take feedback from client to edit the current footage. After the 2 amendments we charge £50 per hour until the client is happy with the final production. Please note that completion means completion of the design, it does not mean the date of the launch of the design on the different platforms and mediums. The final payment must be paid prior to any design going live. A full VAT invoice will be issued to the client by Shady Dolphin Studios LTD. Please note that if paying in a currency other than sterling rates finally charged may vary due to currency fluctuations. The purchase price is agreed in advance and will be related to the deposit paid unless otherwise agreed in writing by both parties. If a start and end date are not formally agreed, Shady Dolphin Studios LTD will complete projects as soon as possible but will not be held to any specific deadlines. After 30 days from date of invoice a 5% monthly interest fee will be added to the balance on account each month, until the balance is paid. If the balance passes 90 days of date of invoice invoice an additional collection fee of £300.00 + VAT will be charged. Shady Dolphin Studios LTD will not be responsible for payment of any third party software or licenses required for the edit or assets needed to finish the production after being instructed by the client. If the scope of work changes during editing or if the client has not been clear with regards to the exact timing and edits required Shady Dolphin Studios LTD have the right to adjust invoicing accordingly.

If in the chance a Design goes live without final payment being made, or if invoices are not paid within 30 days from invoice date, Shady Dolphin Studios LTD have the right to freeze all services provided without notice, until full balances are paid.

Copyrights and Trademarks

By supplying text, images and other data to Shady Dolphin for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Shady Dolphin on behalf of the customer, will remain the property of Shady Dolphin and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from Shady Dolphin, the necessary permission to use materials (for which Shady Dolphin holds the copyright) in forms other than for which it was originally supplied, and Shady Dolphin Design may, at its discretion, grant



this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Shady Dolphin.

By supplying images, text, or any other data to Shady Dolphin Design, the customer grants Shady Dolphin Design permission to use this material freely in the pursuit of the design.

Should Shady Dolphin, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Shady Dolphin to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Shady Dolphin free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that Shady Dolphin holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by Shady Dolphin, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Shady Dolphin and any of its relevant sub-contractors.

All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

Shady Dolphin will not be held responsible for any and all damages resulting from such claims.

Shady Dolphin is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Shady Dolphin responsible for any such loss or damage.

Any claim against Shady Dolphin shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to Shady Dolphin's definition of acceptable means of supplying data to the company.

Text is to be supplied to Shady Dolphin in electronic format as standard text (.txt), MS Word (.docx) or via e-mail / FTP or shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Shady Dolphin via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Shady Dolphin will not be held responsible for any image quality which the client later deems to be unacceptable.

Shady Dolphin cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital



image processing, or data entry services, colour correction and alteration of images

Video Production

50% of the full purchase price (including VAT) must be paid in advance prior to work commencing. A further payment of 30% of the full purchase price must be paid at the First draft edit stage of the Video production. Work will not continue and the client risks losing their editing time slot if payments are late. A final payment for the remaining 20% of the full purchase price must be paid at completion. All video Production projects have 2 amendments sessions, where we will take feedback from client to edit the current footage. After the 2 amendments we charge £50 per hour until the client is happy with the final production. Please note that completion means completion of the Video Production, it does not mean the date of the launch of the Video on the different platforms. The final payment must be paid prior to any footage going live. A full VAT invoice will be issued to the client by Shady Dolphin Studios LTD. Please note that if paying in a currency other than sterling rates finally charged may vary due to currency fluctuations. The purchase price is agreed in advance and will be related to the deposit paid unless otherwise agreed in writing by both parties. If a start and end date are not formally agreed, Shady Dolphin Studios LTD will complete projects as soon as possible but will not be held to any specific deadlines. After 30 days from date of invoice a 5% monthly interest fee will be added to the balance on account each month, until the balance is paid. If the balance passes 90 days of date of invoice an additional collection fee of £300.00 + VAT will be charged. Shady Dolphin Studios LTD will not be responsible for payment of any third party software or licenses required for the edit or assets needed to finish the production after being instructed by the client. If the scope of work changes during editing or if the client has not been clear with regards to the exact timing and edits required Shady Dolphin Studios LTD have the right to adjust invoicing accordingly.

If in the chance a Video production goes live without final payment being made, or if invoices are not paid within 30 days from invoice date, Shady Dolphin Studios LTD have the right to freeze all services provided without notice, until full balances are paid.

Images

All images and content to be included on the website must be provided by the client prior to the start date in the correct format and without error. If images are not supplied by the client prior to the start date Shady Dolphin Studios LTD may decide to use stock images and the client hereby accepts that the client will be responsible for additional payment to Shady Dolphin Studios LTD for the use of Shady Dolphin Studios LTD'S stock pictures. Shady Dolphin Studios LTD will require all ecommerce product images prior to start date along with all product information in an agreed spreadsheet format, otherwise the client will be responsible for adding all product directly to the website via the admin panel. Shady Dolphin Studios LTD will not be responsible for any delays due to spreadsheet uploads and the full responsibility for providing content in the correct format rests solely with the client. Details of the additional cost for using stock pictures are available on request.

It is the responsibility of the client, when providing images to be included in the website, to ensure that these images are not protected by any third party intellectual property rights. By proceeding with our the client hereby agrees to indemnify Shady Dolphin Studios LTD from any legal action brought by a third party for infringement of that third party's intellectual property rights arising from and page designs or images contained within the client's website. This indemnity will continue after completion and extends to grant indemnity for content for which Shady Dolphin Studios LTD can accept no liability and for any specific design formats specifically requested by the client. If the client is providing designs for Shady Dolphin Studios LTD to use in the coding or development of a system then it is the clients responsibility to provide such designs in the exact formats required by Shady Dolphin Studios LTD. It is understood the client is fully aware of the required formats and that the client takes full responsibility for providing such formats. If the client does not provide the designs in the correct design formats by the agreed dates then the client will miss the coding slot allocated – Shady Dolphin Studios LTD reserve the right to charge for the reallocation of coding time. New coding slots will be reallocated at Shady Dolphin Studios LTD's discretion.



Account Closure

To close an account, emails, hosting or any other recurring service, 30 days notice must be provided. All balances must be cleared prior to the closure date of the account or will incur a 5% interest charge applied weekly to the account. For site transfers Shady Dolphin Studios LTD follow strict internal processes in line with ISO27001 for best possible levels of security – this transfer process costs £395 + VAT and can only be initiated once all balances have been paid in full. If multiple backups are required then this fee will apply for each back up required and the allocation will be at the next available text slot. If a site contains bespoke functions then its at Shady Dolphin Studios LTD's discretion whether or not there is an additional charge for release of copy right on these functions.

Inability of Shady Dolphin Studios LTD to Host the Website

In the very unlikely event that Shady Dolphin Studios LTD should no longer be able to host the client's website, Shady Dolphin Studios LTD will automatically provide the client with an alternative supplier that will offer the same rates and quality of service.

Development Cancellations

Where a client wishes to cancel this agreement, the client will forfeit the 50% deposit and will be liable for any further costs including third party costs incurred by Shady Dolphin Studios LTD up to and including the date of cancellation. The client will also be responsible for all hosting costs associated with the production and testing phases. If the costs are not paid on receipt of invoice the interest will be added at 5% of the value of the total invoice inclusive of VAT each month. The client also accepts that it will be liable for all legal fees associated with trying to retrieve balances owed.

Ownership, Intellectual Property & Copyright

Any downloading, copying, reproduction, redistribution and transfer of any software or materials contained on a clients website is expressly prohibited unless agreed in writing by Shady Dolphin Studios LTD. Shady Dolphin Studios LTD must follow set procedures to permit clients to copy, replicate or transfer their websites to maximise server security.

All content included on the website is and shall continue to be the property of Shady Dolphin Studios LTD until all balances are cleared and the website transferred in accordance with Shady Dolphin Studios LTD's internal policies. All such content is protected under applicable UK and international laws, including copyright, trademark and other proprietary rights laws. No content, image, logo, graphic, video or sound from the website may be copied or retransmitted unless expressly permitted by Shady Dolphin Studios LTD. Any copying, redistribution, use or publication by you of any content or any part of the website is prohibited, except as expressly permitted in these Terms of Use. Except as expressly granted in these Terms of Use (or to you specifically in writing), Shady Dolphin Studios LTD do not grant any express or implied right to you under any patents, copyrights, trademarks, or other intellectual property rights.

The absence on the website of a product, service name, slogan or logo does not constitute a waiver of Shady Dolphin Studios LTD's rights.

If a client or person working on behalf of a client that has been granted access to



servers on the instruction of the client, then the client becomes liable for all associated costs with regards to re-testing of servers, software, time, loss to the company over a 3 year period of hosting and any and all fees associated with retrieving Shady Dolphin Studios LTDs property.

Documents and Other Materials

All documents and other materials provided on the website, including but not limited to information, documents, logos, graphics, and images ("Materials"), are provided either by Shady Dolphin Studios LTD and are the copyrighted work of Shady Dolphin Studios LTD. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of Shady Dolphin Studios LTD. Except where expressly provided in a separate license, nothing on the website shall be construed to confer any license under any of Shady Dolphin Studios LTDs intellectual property rights, whether by estoppel, implication, or otherwise. Also, you may not "mirror" any Materials contained on the website on any other server without Shady Dolphin Studios LTDs prior express written permission.

Shady Dolphin Studios LTD may, but is not obligated to, monitor or review statements or materials on the website provided by third parties. Shady Dolphin Studios LTD makes no representation as to the accuracy, legality, ownership or other aspects of such materials. Shady Dolphin Studios LTD expressly disclaims any liability for such third-party statements or materials under criminal or civil laws relating to defamation, intellectual property infringement, privacy, obscenity, or other areas of law.

Shady Dolphin Studios LTD hereby grants you a limited, nonexclusive license to use the website for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. Any unauthorized use of any Materials contained on your website may violate copyright laws, trademark laws, the laws of privacy and publicity, and other regulations and statutes.

You agree to cover all expenses if these terms are broken including but not limited to legal costs, server scanning and maintenance costs, management costs etc. If terms are not adhered to Shady Dolphin Studios LTD have the right to invoice for any discounts granted in invoicing due to loss of long term hosting revenues that were pre-agreed.

Prior Conditions For Marketing Services

1. The client has no duplicate sites, duplicate content or pages, redirects or doorway pages.
2. The client has not requested or exchanged links with link farms or undertaken any spamming techniques which may harm the web site's ranking with Google.
3. It is not possible to give a 100% guarantee for any specific result on any search engine, nor can we quantify the level of increased traffic or sales, as a result of an SEO campaign.
4. All fees are payable in advance and non-refundable under any circumstances. Customers must ensure they provide a valid Irish VAT number or sign up to a campaign that is inclusive of VAT. If a customer selects a campaign that does not include VAT and does not provide a valid Irish VAT number then the VAT amount will be invoiced for payment.
5. If the client makes any changes to the optimised pages created by SHADY DOLPHIN STUDIOS Marketing, or does not implement the changes advised by us, any guarantee placed will become void immediately.
6. SHADY DOLPHIN STUDIOS Marketing follows a strictly ethical SEO policy and may make void any guarantee should it be discovered that the Client has participated in actions considered undesirable (spamming) by the search engines, such as
7. Makes use of hidden links
8. Links to link-farms, FFA link pages, etc.
9. Uses page redirect or cloaking techniques
10. Submits the web pages of the site to the search engines, search directories or other





websites without the consent of SHADY DOLPHIN STUDIOS Marketing

11. Uses automated web site submission software or websites
12. Uses automated reciprocal link programs
13. SHADY DOLPHIN STUDIOS Marketing reserves the right to use client websites, web design, layouts, wireframes and collateral in advertising and or marketing initiatives.

This may include portfolio examples on our website, case studies and other promotional initiatives, and discrete links at the foot of the pages on the supplied website until otherwise specifically instructed by the client to not use it. Hosting The Client agrees that their website is not hosted on free webspace using domain forwarding (either framed or otherwise). In cases where there is either concern that the current hosting IP address may be part of a 'bad neighbourhood' or for reasons of optimisation, SHADY DOLPHIN STUDIOS Marketing may request the client to change hosting provider. 3rd Party Fees Any fees that the search engines charge to include a listing are to be born separately by the client. This includes, but is not limited to pay per inclusion charges in directories like Yahoo! Etc. Access to client website For the purposes of receiving professional SEO services, Client agrees to provide the following:

1. Administrative/backend access to the website for analysis of content and structure.
2. Permission to make changes for the purpose of optimisation, and to communicate directly with any third parties, e.g., your web designer, if necessary.
3. Unlimited access to website traffic statistics, if established, for analysis and tracking purposes.
4. An email address for the purposes of requesting links (something like contact@clientsite.com)
5. Authorisation to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by SHADY DOLPHIN STUDIOS Marketing for search engine optimisation purposes.
6. If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. SHADY DOLPHIN STUDIOS Marketing can create site content at additional cost to the Client. Warranties and Indemnity The client warrants to the Company at all times that the material included in the Web Site: (a) is not in breach of the Intellectual Property rights of any third party. (b) is not obscene within the definition of the Obscene Publications Act 1959 or any other relevant provision, statute, (c) is not in breach of any code or provision of statute or common law or otherwise in force from time to time in relation to Advertising of Goods or Services. (d) contains no element of corporative advertising which is in breach of the Control of Misleading Advertisements (Amendment) Regulations 2000. (e) is not in breach of the Defamation Act 1996 or any other relevant provision.. (f) does not contain any misleading price comparison in breach of Consumer Protection Act. Loss of Service The Company accepts no liability for loss of service, unavailability of files, damage of data, misuse of equipment by other clients, failure of any externally managed equipment or communications devices or other services deemed to be beyond the Company's control. Subpoenas SHADY DOLPHIN STUDIOS Marketing terms and conditions prohibit the disclosure of customer information without the customer's express written consent except as required to comply with a current judicial proceeding, a court order, subpoena or other legal process served on SHADY DOLPHIN STUDIOS Marketing. If you require information regarding a SHADY DOLPHIN STUDIOS Marketing customers you must mail, or serve a valid subpoena on SHADY DOLPHIN STUDIOS Marketing. Shady Dolphin Studios Marketing Shady Dolphin Studios Marketing is a trading name of Shady Dolphin Studios LTD . SHADY DOLPHIN STUDIOS Marketing is a trading name of Shady Dolphin Studios LTD. Registered Office: 12b John Mitchel Place Hill Street, Newry, County Down, BT34 2BP. Company Reg No: NI061157, Place of Reg: Northern Ireland, VAT Reg No: PENDING

One months notice is required to cancel any marketing service including but not limited to SEO, PPC/ Adwords, Facebook advertising, copy writing etc.

If fees are not paid, Shady Dolphin Studios LTD have the right to notify third parties of balances on account via whatever channels they feel appropriate. add interest at 5% per month until balances are paid. The client will be liable for all fees associated with retrieving any balances on account.

Monthly Marketing Service Breakdown

If the client needs content to start their marketing Shady Dolphin Studios LTD will provide a set up cost to collect video and imagery for use within the advert.

The pricing structure of these marketing services will be billed at our normal studio rate and assembled into a breakdown that is agreed with the client.

Once all content is collected edited and ready we will schedule out this content for the duration of the campaign/ contract.

We will provide monthly reports on request with client.

We must have regularly feedback from our clients to be able to fulfil the monthly marketing, if we don't hear from our clients in 2 weeks before an element needs launched we will not be held to a deadline to have this ready for the following month.

We will be in contact each month to assess what the client wants and for us to make suggestions and plans based on how the marketing is performing.

NOTE: YOUR SIGNATURE ON A PRINTED COPY OF THIS AGREEMENT IS NOT REQUIRED. YOUR USE OF OUR SERVICES SHALL CONSTITUTE A VIRTUAL SIGNATURE, HAVING THE SAME FORCE AND EFFECT AS IF YOU HAD ACTUALLY SIGNED A PRINTED COPY OF THIS AGREEMENT.

30 Days Payment Terms

It is company policy that all invoices due for payment within 30 days from receipt of invoice, must be paid on time or the client must provide a valid excuse and date for future payment. If the balance is not paid within 45 days or an email received by accounts@shadydolphin.com then the account will automatically be frozen (all services provided will stop without warning). To unfreeze a company account will cost £300.00 + VAT.

All pricing information and payment terms provided to the client are confidential and therefore must not be disclosed to any third parties without our prior written consent.

Social Media Management

Our social media management is subject to clients providing content 2 week prior to the content needing posted. We will seek approval of posts and adverts before posting, and if approval is not given in the time allocated or post date agreed, we have the right to not post and seek a new date for this post or collection of posts. Social media management can be agreed via a monthly marketing plan or as a service. The service is billed monthly and each client will receive a tailored package to suit their needs.

We do not take any fault from posts and adverts running after approval has been given.

The monthly payments must be paid prior to any posts going live. A full VAT invoice will be issued to the client by Shady Dolphin Studios LTD. Please note that if paying in a currency other than sterling rates finally charged may vary due to currency fluctuations. The purchase price is agreed in advance and will be related to the deposit paid unless otherwise agreed in writing by both parties. If a start and end date are not formally agreed, Shady Dolphin Studios LTD will complete projects as soon as possible but will not be held to any specific deadlines. After 30 days from date of invoice a 5% monthly interest fee will be added to the balance on account each month, until the balance is paid. If the balance passes 90 days of date of invoice an additional collection fee of £300.00 + VAT will be charged. Shady Dolphin Studios LTD will not be responsible for payment of any third party software or licenses required for the build or continued



operating of the website of software solutions. If the scope of work changes during post management or if the client has not be clear with regards to the exact brief required Shady Dolphin Studios LTD have the right to adjust invoicing accordingly.

Payment structures in Short

Website Design

Initial sign off	50%
Home page and layout sign off	20%
Test Site Approval	30%

Edits or maintenance after Live Launch stage will be charged at £50 per hour unless on a monthly package.

Graphic Design

Initial sign off	50%
Design Sign off	20%
Finished Design	30%

The client gets 2 design amendments the 2nd being their finished design

Edits after finished design stage will be charged at £50 per hour unless on a monthly package.

Video Production

Initial sign off	50%
First Draft	30%
Video Complete	20%

The client gets 2 edits the 2nd being the Video production is complete.

Edits after Video Complete stage will be charged at £50 per hour unless on a monthly package.

Social Media Marketing

All adverts will be agreed and proofed by client, Shady Dolphin Studios don't take responsibilities for grammar, public posting and Facebook/Instagram disapproving posts.

Any extra posting or social media activity needed will be charged at £50 per hour unless on a monthly package. Our social media package payments are set up only via direct debit. The fee will be taken from the client's bank account via payment merchant - GoCardless and debited on the last working day of the month.

Monthly Marketing Packages

All monthly clients should be aware of Shady Dolphin Studios aspirations to collect content, send proofs and ideas to the client for approval, if the client does not get back to Shady Dolphin Studios in time then Shady Dolphin Studios will not be held reliable for the agreed monthly delivery not being delivered on time.

Our monthly marketing packages payments are set up only via direct debit. The fee will be taken from the client's bank account via payment merchant - GoCardless and debited on the last working day of the month.

