

# Terms of Service

These Terms of Service shall apply to the Agreement between "Techno Outsource (UK) Limited" and the "Client" applying for the provision of services by Techno Outsource (UK) Limited.

## Definitions

In this Agreement, the following expressions shall mean:-

**"Techno Outsource (UK) Limited"** – References to the Techno Outsource in this document are to we, our, us and its employees or agents.

**"Client"** – References to the Client in this document are to you, individual, business, partnership, company or charity obtaining or proposing to obtain goods or services from Techno Outsource (UK) Limited.

**"Service"** - the service identified to be provided by Techno Outsource (UK) Limited to the Client on any letter of confirmation, quotation or other correspondence from Techno Outsource (UK) Limited to the Client.

These Terms of Service together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these Terms of Service.

The Effective Date of this Agreement is determined to be the first date in which the service was online for use, regardless of whether or not you make use of the service on this or after this date. This Agreement will commence on the Effective Date and continue on a month-to-month basis, where appropriate.

The following terms have been structured in a standard manner and applicable only if the specific services have taken by the Client on the Work Order Form.

## 1. Service Provision

- 1.1. **WEB DEVELOPMENT:** We provide standard template-base design or bespoke design according to project requirement. Client shall provide all the web contents, images or purchase any royalty free stock photo in electronic format to make the site resourceful. Additional Icons, Advertisement, popular Google AdSense, Search Box technology through us may implement into your site to give a professional outlook. Usually the Client shall at all times update their content by us with a prior notification of 7 days, unless additional service Control Panel taken. And if images need to be modified by us, it will be charged against their account. Client is required to inform us if there is any problem with their information or content. For developing the eCommerce compatible website for the Client, all the PayPal or Bank related formalities are Client's sole responsibility.
- 1.2. **DOMAIN NAME REGISTRATION:** Domain name is subject to availability. The amount given for Domain Registration is non refundable after the domain has been registered. We will act as domain registrant on behalf of our Client. Whois database will display registrant detail accordingly. Usually the global top-level domain with (.com/.net/.org/ etc) will be register for a year and the country code top-level domain with (.co.uk/.org.uk/ etc) for two years.
- 1.3. **WEB HOSTING:** We will host the website after successfully completion of the Work Order Form, website design with full contents provided by the Client and clear the outstanding payment. Hosting service shall commence on the web server specified by us through the third party web hosting service provider. Web space will be provided according to standard site necessity and based-on one year renewal term. We reserve the right to change the hosting service provider when technical considerations deem required.

## 2. Payment

- 2.1. Domain Name Registration and Web Hosting service charges are payable upfront in full. Only Web Development cost is payable 50% of the total estimated amount in advance and outstanding amount

should be cleared before completion of the project. All monthly maintenance charges are payable through standing order or other mentioned payment method and payable a month in advance.

- 2.2. It is Client's sole responsibility to pay any outstanding or monthly instalment to the Techno Outsource.
- 2.3. A charge of £30.00 will be made to cover bank charges and administration costs in the event that any cheque submitted by the Client fails to clear on first presentation or is subsequently returned dishonoured.
- 2.4. Maintenance Service Payment Schedule (if applicable): Payments must be made on the due dates stated in the Order Form. Delinquent bills will be assessed a £15.00 charge if payment is not received within 10 days of the due date. We reserve the right to remove the service or web pages from viewing on the Internet until due payment is made. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. All payments must be made in Pound Sterling unless otherwise agreed with Techno Outsource.

### **3. Service Support**

- 3.1. We make every effort to ensure that support and advice given to our Client is accurate and appropriate. However, any advise, suggestion or recommendation offered by us, whether as part of a service or given free of charge, cannot be guaranteed as accurate or appropriate.
- 3.2. We provide excellent online technical support by 24/7 Email Support Team.
- 3.3. We will not be under any liability whatsoever in the event that we are prevented or delayed from supplying or making delivery of any product or service by any reason or cause beyond our control.

### **4. Client's Responsibility**

- 4.1. It is Client's responsibility to complete all kinds of typing related matter or input their data entry to their database through control panel or alternative user interface by themselves. We will assist and provide relevant training to the Client about how to input data using control panel interface.
- 4.2. As we have the copyright policy, Client must not remove the design credit "powered by: techno outsource" at the footer and must keep remain appear as long as you use our design template. Do not copy or use our site design template for any other external website or project, which breaches the terms of use.
- 4.3. Once the Client has accepted delivery of the product or service, we shall be under no obligation for any loss or damage to any data stored on the Server or to retain backup, archive copies of the content or product.

### **5. Techno Outsource (UK) Limited Rights**

- 5.1. We reserve the right to manage and control the access to the web site and data on the system.
- 5.2. We preserve the web design template, source code, domain & hosting access information exclusively. It helps to avoid technical disarray by the Client. Information may provide to the Client, if we consider persuasive, a standard transferring charge will applicable in that case.
- 5.3. We reserve the right to deny any service due to unforeseen, network error without prior notice. Client may not initiate official proceedings due to any consequential damages, which may result from Network Outage. However, Client will be informed of any upgrade of service to the linked Server 24 hours prior to commencement of upgrades.

### **6. Termination**

- 6.1. We may terminate any Client's service after providing a 14 days notice via email, fax or phone if Client takes longer time to deliver mandatory resources to complete any new project. After termination Client will get refund 50% of the deposited amount and rest will take off as a compensation for dropping out our valued time.
- 6.2. We can terminate Client's service anytime due to technical complexity or any other inescapable situation to complete the service or product, but we will refund the full amount you paid, not any compensation to the Client.

- 6.3. Client may terminate the maintenance service contract at any time for their convenience by providing us with advance written notice at least 3 calendar months prior to the time they wish to terminate the contract.
- 6.4. On termination of any web related service with you, we shall be entitled immediately to block Internet and other access to your website and remove any data from the server as we see fit. We will hold your data for two weeks and allow you to collect it at your expense, failing which we shall be entitled to delete all such data.

## 7. General

- 7.1. Any notice to be given by either party to the other may be sent by either e-mail or by post to the address of the other party or such other address as such party may from time to time have communicated to the other in writing. If the notice is sent by email, it will be assumed to be received on the day, or if sent by fax shall be deemed to be served on receipt of an error free transmission report. If post mailing was used, it shall be deemed to be served three days following the date of posting.
- 7.2. We cannot be held responsible of any copyright violation by the Client under the International Copyright Laws and any activities deemed subversive to the state.
- 7.3. Client must carry out the standard Terms & Conditions of the following service providers along with our Agreement, if Client has taken any relevant service for their web solutions. These following URLs will explain to you the standard web related service policies. Please visit these URLs for further detail:  
<http://www.nominet.org.uk>, <http://www.droa.com>, <http://www.1and1.co.uk>  
<http://www.1and1.com>, <http://www.fotolia.co.uk>, <http://www.istockphoto.com>

This Agreement shall automatically renew itself for an additional twelve-month period unless otherwise cancelled or terminated by either party in accordance with the notice provision set forth herein. In the event this Agreement is automatically renewed, the customer agrees to be bound by the Terms of Service currently in effect. We reserve the right to add or modify the information that provided in this Terms of Service which will be automatically applicable with this Agreement as well. Client should get download the update copy from our website at '<http://www.technooutsource.com/terms.pdf>' time to time.

This agreement is last revised on 1<sup>st</sup> October 2007

### **TECHNO OUTSOURCE (UK) LIMITED**

is a company registered in England and Wales with company number 5877579

**Registered Office:** 133 Collins House, Whiting Avenue, Barking, Essex IG11 8JT

**Corporate Office:** 193-A Whitechapel Road, London E1 1DN

I hereby declare that I have understood and will be abide by all the Terms of Service mentioned above.

**On behalf of the Client:**

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Authorised Signatory

Date:     /     / 200

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