

# TERMS AND CONDITIONS

## Definitions

"The client" - any individual, partnership, limited company or business that purchases one of our products

"The company" - Sixville Media T/A FTC Design

"Annual hosting fee" - payment payable by the client, to cover the provision of a hosting service provided by the company

## GENERAL TERMS

The client is responsible for purchasing, managing and renewing any domain names as and when required.

The website designs provided by the company are covered by international copyright laws and will remain the property of the company at all times.

The company will regularly review the client's website to ensure the website meets all FSA guidelines but ultimate responsibility for website compliance remains with the client.

The client accepts we have no control over technical issues arising, causing your website to be unavailable from time to time, however, if your website solution encounters technical problems the company will endeavour to resolve the problem as quickly as possible. We do provide a 99.9% uptime guarantee.

The company does not guarantee the website design will be 100% compatible with all browsers, however, in tests, our websites have shown no problems or errors when viewed using the latest most popular browsers.

The client acknowledges that it would be unreasonable to hold the company liable in respect of the information and content included on your website solution

The company will not be held responsible for any third party "Plug-ins". These include but are not limited to the Live Chat, Newsletter, Newsfeed, Mortgage Sourcing, Best buy Tables, Mortgage Calculator and Insurance plugins. In the event any third party service becomes unavailable, the company may replace the same with a suitable alternative.

The client may request the company make amendments to the website solution and accept the company reserve the right to charge a fee for this service, any fee payable will be advised to the client before the amendment is carried out. Any fee payable must be paid in advance and is non-refundable.

Whilst the company endeavours to ensure that the information on your website is correct, the company do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law the company excludes all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

The company's liability is limited and excluded to the maximum extent permitted under applicable law. The company will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with any website solution we provide, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, the company will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with the clients website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability, which cannot be excluded or limited under applicable law.

These terms and conditions are subject to variation and the company reserve the right to amend the terms and conditions at any time. Any amendment to terms and conditions will supersede previous versions so we recommend you visit this web page frequently to view the latest terms and conditions.

The client may cancel the website hosting facility at any time by giving 30 days notice in writing to the company

The client will at no time own the design or have access to the source code. The client will be provided with a login to allow the website content to be edited as and when required. (CMS option only)

It is a mandatory requirement that the client uses the Company hosting service.

The client will pay the annual hosting fee on demand. The company will notify the client when the same is due.

The final website design will be made available only when the following conditions have been met,

- a) The client has approval from the client's own compliance department or in the case of Appointed Representatives, the approval of the Principal Network's compliance department, stating your website solution meets all FSA guidelines and requirements.
- b) Payment has been received by the company.

**EXTRA TERMS IN RELATION TO OUR HOSTING SERVICE (Only applicable to clients who use the company hosting service)**

In the event the client does not maintain the annual hosting fee, the company reserve the right to terminate the client website without notice.

The company may change the amount of the annual hosting fee at any time. Any change will only be applied at the time of renewal. You will be advised of the new hosting fee at time of renewal. If you no longer wish to use our hosting service we require 30 days notice to terminate the service.