

# || jump media

## TERMS AND CONDITIONS – JANUARY 2009

This document sets out the terms and conditions between your business and Jump Media Design Limited (herein called “Jump Media”) and forms an integral part of any existing and future proposal or other written document or communication between your business and Jump Media. 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.

### ■ PAYMENT TERMS

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

Unless otherwise agreed, each design project will consist of two stage payments commencing with a non refundable deposit of 40% with the balance of 60% 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 40% DEPOSIT PAYMENT HAS BEEN RECEIVED BY US NO FINAL ARTWORK WILL BE RELEASED UNTIL PAYMENT IN FULL IS RECEIVED.

Where a project is being delayed outside of the agreed time scales 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 60% of the project.

All payments for ongoing costs such as hosting, search engine optimisation must to be paid by direct debit or standing order.

### ■ DESIGN PROCESS

Upon commission, Jump Media will instigate the following design process to ensure the smooth running of your project.

#### Stage 1 - project planning

- A member of the studio team will contact you to discuss the project and determine project goals
- Following this, we will supply you with a written design brief detailing the project aims and objectives
- At this stage we will also request any information / material required to complete the project.
- 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 brief 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 specification of this brief and that requested material is provided to us on or before the agreed dates.**

**If for any reason the design brief is amended during a project, this will impact the entire project's timetable and overall cost. Where this is the case, Jump Media will advise you of any cost implications arising from specification changes.**

## **Stage 2 - design production**

Once you have signed off the design brief, Jump Media will begin visual production of your project. This will follow the route below as standard for all projects and aspects thereof:

- Our Design Team will create the initial concepts for the look and feel in line with the design brief
- After you have reviewed the concepts you provide your first set of feedback
- The Design Team then re-supply you amended designs
- You then have your second and final opportunity for design changes.
- Design Team then supplies your final design for you to approve and sign off.
- Further changes after this stage can be made, but these will then be charged at our standard hourly rate.
- Where a project runs to several items such as a logo, brochure and website, the above process is repeated for each project stage.
- When designing a multilevel project such as a brochure or site, you the client will be presented with a further feedback stage, and will be presented a draft version of the product for any final amends. These amends must be supplied in a single feedback document by you. After making the changes set out in the final changes document the project will be deemed to be signed off and ready for launch. Any further changes requested after this stage will then be charged at our standard hourly rate.
- On receipt of your balance payment of 60% the final artwork will then be released / published.

## **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 Jump Media quarterly in advance in order to get the best pricing, quality and support terms for you.

For this reason, unless Jump Media receive your payments by the due date Jump Media 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 Jump Media would recommend that you make your payments to Jump Media 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 Jump Media 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 Jump Media 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 Jump Media'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**

Jump Media's Internet servers are based in the U.K. whereby Jump Media can ensure Monday to Friday 9 - 5 pm for 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.

Jump Media 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. Jump Media 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, Jump Media will undertake to rectify the problem immediately and will continue to work on the problem until it is resolved. However, Jump Media 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, Jump Media 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 annual basis, unless the traffic to your website dramatically increases or decreases in between the annual review periods.

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 Jump Media 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 Jump Media 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 Jump Media's current tariff for any charges that may be applicable.

Jump Media 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, Jump Media cannot be held responsible in any way for the future operation of the site or that it operates or functions as Jump Media intended once it has been transferred away from Jump Media's servers.

## ■ GENERAL

### **Provision of Written Copy, Photography and Other Content**

Where the provision of written copy, photography or other content by Jump Media 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 Jump Media. 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**

Jump Media strongly recommends that for regular payments to Jump Media 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. Jump Media can provide you with a completed standing order mandate at any time.

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

If you have any queries over any aspect of an invoice then this must be raised with Jump Media 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 Jump Media has used in the creation of your Web site, brochure or marketing material that have not been directly created by Jump Media.

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 Jump Media 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 Jump Media 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 Jump Media and copyright of this does not at any time pass to you. This includes any artwork, Flash creation files or files that Jump Media has given to you that are not used in the final artworks created for you.
4. Where a member of the Jump Media team has shot photography for your project, the copyright to this photography

remains with Jump Media. 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 Jump Media at a mutually agreed price.

### **Photography and Copy written 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 Jump Media 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 Jump Media 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 Jump Media 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 Jump Media at any time, subject to your providing Jump Media 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.

Jump Media 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 Jump Media, 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.

**Jump Media Design Limited**  
**January 2009**