

# Terms and Conditions

Crimson Computers Ltd ("Crimson Computers") specialises in the provision of Internet Services, and Information Technology Services. Crimson Computers is an IT Business Systems Provider, Analyst, Developer and Consultant. In purchasing these services the client is contracting with Crimson Computers. The Terms and conditions described below are applicable to all services supplied by Crimson Computers.

1.

## About Crimson Computers

1.1.

Crimson Computers is an IT Business Systems, Design and Service Provider. It provides the customer with system hosting development and support; website hosting, and support; email hosting, and support; promotion mailout and messaging, and support; bespoke IT business system development and design service.

1.2.

Crimson Computers a company registered in England and Wales under number 3805809, whose registered office is currently situated at Tyr Pwll Farm, Abergavenny NP7 9AB

1.3.

Crimson Computers' trading address is Tyr Pwll Farm, Abergavenny NP7 9AB Except for enquiries relating to technical support, all communications should be made to this address unless made by email to the address given in the contact area of our website at [www.CrimsonComputers.co.uk](http://www.CrimsonComputers.co.uk)

2.

## Services

2.1.

Crimson Computers warrants to the Customer that the Services will be provided using reasonable care, competence and skill but at all times services can be subject to downtime caused by routine and/or emergency maintenance, occasioned by the Customer or any third parties. Crimson Computers will not be liable to the Customer or any third party for any losses or consequences whatsoever caused by any such downtime.

3.

## Charges and Payment

3.1.

All accounts are payable on demand, in accordance with the T&C's of the invoice. All Customers shall be given an invoice payment notice period of either 7, 14 or 30 days (relevant to Customer rating), and all invoices shall be settled on or by their respective due date. Certain services shall be payable in advance, especially with regard to the Premium Hosting or the Dedicated Server packages. Otherwise monthly instalments by advanced agreement only at the discretion of the Service Provider.

In the absence of demand, payment in full for the goods supplied shall be made by the Customer to Crimson Computers

3.2.

Crimson Computers shall be entitled to issue an invoice for any charges or fees accrued as extra to; or beyond the scope of services offered under the relevant Customer package.

3.3.

The Customer agrees to pay for the Premium hosting package 12 months in advance, Dedicated Server package 3 months in advance, any other project charges payable according to terms of specific project contracts or 30 days in arrears if not specified.

3.4.

Accounts outstanding after 14 days may be liable to disconnection and subject to

interest accrual on a daily basis at Bank of England rate + 5%

## 4. Customer Obligations

### 4.1.

The Customer shall:

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#### 4.1.1.

Keep full security copies of the Customer's computer programs data base and computer records on a daily basis or more frequently if required by best computing practice. Not applicable to hosted applications.

#### 4.1.2.

In order to maintain the data transfer volume restrictions, check all email accounts in regular intervals and download the email stored therein. Crimson Computers may, should the capacity of the Customer's email boxes be exceeded at any time, return all subsequently received emails to the senders without notice to the Customer. Email accounts that have not been used for a period exceeding two (2) months) are subject to suspension by Crimson Computers. Upon such suspension, Crimson Computers will send a notification to the Customer's primary contact email address, announcing the suspension of the account. Failure to respond to such notice with a request for reinstatement of the account may, at Crimson Computers sole discretion, lead to the termination of the subject account and the email box may be deleted from Crimson Computers servers. In such cases, Crimson Computers takes no responsibility for the loss of any data and/or emails still located in such account and the Customer's has no recourse against Crimson Computers for any damages resulting from the loss of such data.

#### 4.1.3.

Keep confidential all passwords received from Crimson Computers for the purpose of the Services and notify Crimson Computers immediately upon becoming aware that a password has become known to an unauthorised third party.

#### 4.1.4.

Only make use of the Services for a legitimate and lawful purpose.

#### 4.1.5.

Complete its own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

#### 4.1.6.

Ensure that it complies at all times with all relevant laws and obligations including but not limited to any licence under the Act which is applicable to the Customer and all related laws in any territory in which the Customer is situated or in which the Customer's Website may be accessed or made available. The Customer must also obtain any relevant consents and approvals for the installation and use of the Equipment. Crimson Computers will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

### 4.2.

The Customer shall NOT:

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#### 4.2.1.

send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available;

#### 4.2.2.

make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This

shall include but not be limited to not sending large numbers of electronic mails with the same content which is commonly referred to as "spamming";

4.2.3.

use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are erotic or pornographic including but not limited to any other material, images, displays or services which are offensive, illegal or immoral or which is in breach of any legal obligation;

4.2.4.

use the Services in a manner which infringes a third party's copyright or other intellectual property rights of whatsoever nature.

## 5. Development Work

5.1.

Crimson Computers will carry out all development work from the specifications of the Customers.

5.1.1 Should the Customer not be technically knowledgeable to understand what they have specified; Crimson Computers reserves the right to apply additional charges for Project Creep.

5.1.2 The customer will perform all necessary user testing before launch, once the launch date has passed Crimson Computers accepts no liability for any bugs with any applications.

5.2 Compiled Code

5.2.1 Unless otherwise specified all applications are developed to be run under Crimson Computers hosting services.

5.2.1 Should the customer wish to host the application elsewhere, this either needs to be arranged in advance or may incur a licence fee for running the application in a different environment. Release of the Compiled Code is entirely at the discretion of Crimson Computers

5.3 Source Code

5.3.1 Unless specified in advance the Source Code of any application developed by Crimson Computers remains the sole property of Crimson Computers due to the proprietary code contained within.

5.3.2 Under some circumstances the customer may be offered the option to purchase the Source Code at an amount to be reflective of the value of the code and the amount paid for the development. Release of the Source Code is entirely at the discretion of Crimson Computers

5.4 Intellectual Property Rights

5.4.1 The Intellectual Property rights of all code in all languages shall remain the property of Crimson Computers.

## 6. Hosting

6.1 Managed Domains

6.1.1 Crimson Computers will take ownership of the registration of any domains on behalf of the customer and manage them accordingly.

6.1.2 At the end of the relationship domains will be transferred to the registrar of the customers choosing. There in some instances be a charge for this service

6.2. Premium Web Hosting

6.2.1 Crimson Computers provides Premium ASP.Net hosting services on it's own servers housed in a UK datacentre.

6.2.1 This is a managed Hosting service, clients may request Control Panel access should that be required for their project.

6.2.2 Hosting Package includes a reasonable number of Email Accounts (IMAP, POP3, Webmail) Exchange Active Sync Mailboxes may be purchased separately.

6.3 Managed Dedicated Servers

6.3.1 Crimson Computers provides managed dedicated or virtual hardware to run customer applications in an isolated environment with increased performance and bandwidth over Premium Hosting.

6.3.2 Customer will not receive any remote desktop access to a managed server.

#### 6.4 Backups

6.4.1 On both Premium Hosting and Dedicated Servers Crimson Computers shall put in place a robust backup procedure to back up both files and databases on a daily basis.

6.4.2 Crimson Computers accepts no liability for any loss should any of these backup procedures due to circumstances beyond our control.

## 7. Support

### 7.1 Website Support

7.1.1 Crimson Computers will to its best endeavours provide operational support to any web application covered by the support contract.

7.1.2 If the Application was developed by Crimson Computers any minor Bugs will be rectified as part of the support agreement.

7.1.3 A reasonable number of requests for data not available in the application may be made. Should this number of requests become unreasonable Crimson computers reserves the right to request the customer pays for the required development time to extract this data.

7.1.4 Should there be repeated support issues raised for the same advice Crimson Computers may request that the customer undergo further training.

7.1.5 All changes to the application will be charged at an hourly rate. Change request must be submitted in writing and agreed before any work will commence.

### 7.2 Computer Support

7.2.1 Crimson Computers Will provide unlimited technical support for all covered machines to its best endeavours.

7.2.2 Crimson Accepts no responsibility for any data loss or malfunction to the operating of the device that is caused by the customer or a third party.

7.2.3 Hardware issues may be chargeable if after investigation they need replacing.