

Website Development Terms and Conditions

Last updated 14/07/2024, Version 1.1

1) Parties Involved

1.1) This is a contractual agreement between “you” (the person authorised on behalf of the sole trader, individual, company, charity, educational institution, who is over 18 and capable to enter a contractual agreement). “organisation” refers to a legal entity other than an individual. “We” refers to CM Interactive Limited which is a private limited liability company registered in England with Companies House (company number: 15392983).

2) Acknowledging These Terms

2.1) By you signing the agreement, you have read, understood, and agreed to these terms in their entirety.

2.2) You also have read, agreed to, and understood our website terms of service.

2.3) If you do not agree to these terms then we will not be able to develop your website and/or we will no longer be able to provide maintenance for your website.

3) Updating These Terms and Conditions

3.1) We may update these terms and conditions from time to time. We will typically send you an email if you are an existing customer. But there is no guarantee that you will receive the email if: it gets sent to your spam folder, there is an error in our systems, or you have given us an incorrect email address.

3.2) So, you are solely responsible for checking these terms on our website every so often for new changes to this agreement. As soon as new terms are sent to you via email or posted on our website, they supersede the original terms and conditions and are effective 30 days from the date of you receiving the email or being posted on our website (unless stated otherwise in the new agreement).

4) Terminating This Agreement

4.1) We may terminate this agreement at our sole discretion. If we choose to terminate this agreement, you are still bound by these terms and conditions. However, we will no longer continue to develop your website or provide maintenance for your website.

4.2) Reasons why we may terminate this agreement include but are not limited to:

- You violate any of the terms in this agreement
- Any illegal activity is suspected or is conducted by you (according to British law)
- You fail to pay for our services or fees
- You disrespect our staff
- You try to deceive us
- Your website is used for or associated with any of these categories:
 - Any illegal activities (according to British law)
 - Pornographic content
 - Dating or escort services
 - Gambling and betting
 - Video streaming and/or sharing
 - Live streams
 - Content sharing platforms

5) Limitation of Liability

5.1) We make no guarantees that our website or our services will be accessible. Your or our website may be down due to reasons including but not limited to:

- Scheduled maintenance
- Unexpected errors
- Natural Disasters

5.2) We typically outsource our website hosting to external providers so, we have limited control over when your or our website may be down and inaccessible to your or our users. You agree that we are not responsible for any losses or damage caused by your or our website being down.

5.3) We intend to develop your website with security in mind. But, we are not responsible for any data breaches, loss of revenue or other impacts caused by cyber-attacks. We highly recommend that you get cyber security specialists to review your website frequently for existing or new vulnerabilities which may be exploited by an attacker.

6) Refunds

6.1) When using our services, you have 30 days (from the date that we complete your website's development) to request a refund. If you would like to request a refund please contact us at help@cminteractive.uk and we will usually process your refund request within 7 working days of receiving your request.

6.2) Website development refunds can cover the entire development fee when requested by you for a fair and justifiable reason (like our inability to develop your website).

We may offer partial refunds due to poor customer service, quality, or other areas where we could have given better service.

6.3) Refunds outside of the refund period are provided at our discretion if we deem appropriate. They may either be full or partial refunds and may be issued because of insufficient development quality or customer service.

6.4) Refunds only include the fee for website development and do not include maintenance, ID verification or third-party fees (like web hosting).

7) Website Maintenance

7.1) On all the websites we make (excluding websites developed for free), we provide 3 months of free maintenance from the date development has been completed to make sure your website continues to work as expected.

7.2) This includes:

- Bug fixes
- Security updates
- Maintaining compatibility with new browsers
- Content updates

7.3) It does not include:

- Major website redesign
- Adding new services/features

7.4) We do not provide maintenance for websites which:

- We have not developed
- Have been modified by a third party

7.5) If your website's maintenance has ran out and you would like to renew your maintenance plan, please contact us at help@cminteractive.uk . Paid maintenance outside of the complimentary free maintenance will be charged at the amount specified on your invoice.

7.6) If you request a full refund for the development fee of the website within the timeframe specified in section 6.1, any free complimentary maintenance will be cancelled. We will also offer prorated refunds for paid maintenance which is billed monthly. Prorated refunds are calculated as follows:

(monthly maintenance fee ÷ total days in the month) X days remaining in the month

7.7) We reserve the right to cancel any free maintenance at our discretion with or without reason.

8) Pricing and Availability

8.1) The prices of our services are subject to change from time to time. However, any such changes will only apply to customers who initiate their website's development after the changes have been made. For ongoing projects, we guarantee that there will be no increase in the price of our service during your website's development. A full invoice will be provided prior to the start of development.

8.2) We cannot guarantee that there will not be any increase in prices of third-party services prior to the start of development.

8.3) Please note that the availability of our services is not guaranteed, and we reserve the right to discontinue certain offers over time.

8.4) If a service like maintenance for your website is discontinued, we will offer you a prorated refund like discussed in section 7.6

8.5) We currently charge you or your organisation £10 for verifying your identity this is a necessary cost if you are a new customer or your identity documents have expired.

9) Intellectual Property

9.1) So we can develop your website, you give us full permission to use any assets including but not limited to images, logos, slogans, and videos which you provide us. You are solely responsible for making sure you have the necessary intellectual property rights to the assets you provide us so that you can fully authorise us to use them within your website.

9.2) After developing your website, you fully own the code, content and graphics used within your website unless otherwise stated by us in a separate agreement.

10) Confidentiality and Your Data with Us

10.1) We are committed to maintaining the confidentiality of all information related to your website's features, use cases, your data, and your client's data.

10.2) This information will only be disclosed internally among our staff members and third parties as necessary, while providing our services.

10.3) In the event that we are required by law to disclose any of this information to law enforcement agencies, we will do so. But we will seek your permission before sharing your data with any new third parties not mentioned in section 10.12, unless prohibited by law.

10.4) Information we may collect about you (the data subject defined in the UK data protection act 2018) and your organisation if applicable:

- Your name
- Your email address
- Your phone number
- Your photo identity document
- Your proof of address document or your organisation's proof of address document
- Company Certificate of Incorporation (if applicable)
- Your Company or Organisation's Name (if applicable)
- Your billing address or your organisation's billing address
- Your date of birth and age
- Your or your organisation's payment details

10.5) We will only use your identity documents and proof of address documents for the purpose of preventing fraud and recovering debts.

10.6) We use your data for the sole reason of providing our services so that we can contact you about updates for your website, charge you for our services, recover debt, verify that you are over 18 and make sure that you are not impersonating anyone.

10.7) We agree to only hold your data for as long as necessary, we currently hold your data for 7 years from the date you last used our services.

10.8) We are the designated data processor for any data that you provide us. You agree to give us clear instructions on how to manage your data, your organisation's data, or your website client's data.

10.9) We agree to implement appropriate technical and organisational measures to ensure data security when dealing with your data.

10.10) We agree to fulfil data subject requests and adhere to your rights (defined in the UK Data Protection Act 2018) for example, data erasure requests and access requests (where permitted by law and in this agreement).

10.11) We agree to notify you of any data breaches as soon as possible.

10.12) We will share your identity documents with the sub data processor Checks Direct which is a trading name of New Directions Holdings Limited for the purpose of validating your identity. You can see their agreements regarding the sharing of your data at <https://checksdirect.co.uk/> We will be responsible for validating your address.

10.13) You agree to provide us with up to date and accurate information. If you need to update your information because it has expired or changed you must contact us via email at help@cminteractive.uk within 7 working days.

10.14) You are responsible for ensuring that you have the appropriate consent and agreements in place, so that you can collect and provide us with your website user's data so that we can process it on your behalf (based on your instructions).

10.15) You are responsible for the accuracy and completeness of the data.

10.16) You will handle data subject requests and cooperate with us to fulfil them.

10.17) You will ensure that you have appropriate security measures in place on your website.

11) Dispute Resolution

11.1) When resolving disputes, we aim to try and negotiate with our customers prior to legal action. If you would like to raise a complaint or dispute please contact us at: help@cminteractive.uk

12) Governing Law and Legal Disputes

12.1) This agreement is governed by the law of England if there any legal disputes they are to be settled at Boston Courthouse UK or Lincoln Crown Court UK depending on the severity of the legal dispute.

13) When We Cannot Fulfil Our Contractual Obligations

13.1) Sometimes, due to unforeseen events beyond our control, we may not be able to fulfil our contractual obligations. This includes but is not limited to:

- Acts of war
- Acts of God
- Natural disasters
- Cyber attacks
- Damage to goods
- Damage to equipment

13.2) You agree to allow us at least six months to recover from any incident which prevents our business from operating and fulfilling our contractual obligations before resulting to legal action.

13.3) We will attempt to notify you via an email that we temporarily cannot fulfil our contractual obligations, but we may not be able to if our systems or equipment have been damaged. So, if you do not hear from us for one month you are to assume that an unforeseen event has occurred.

14) Your Website After Development

14.1) Once we have completed your website's development you may modify your site. However, by doing so you forfeit your complimentary free maintenance, or any paid maintenance or services provided by us. Unless we state otherwise with our written consent. If you forfeit any paid website maintenance, we will offer a prorated refund discussed in section 7.6

14.2) If you stop paying for your domain name, you may potentially lose access to it. We recommend that you pay your domain name fees early and regularly check your emails, so you don't miss our notification stating that your domain name is about to expire. This notification will be sent 1 month prior to expiry. However, we make no guarantee that this email should reach you therefore, you should use the WHOIS lookup tool (website: <https://www.whois.com/whois/>) to check when your domain name will expire and notify us to renew it.

14.3) You agree that we are not liable for any losses arising from you losing access to your domain name.

15) Your Website During Development

15.1) During the development process, we will provide you with limited access to a staging environment of your website. This staging environment is a temporary version of your website used for testing and development purposes.

15.2) You agree not to modify the website code or content on the development server or staging environment without our prior written consent. Any unauthorised modifications you make could cause delays or require additional work, charged at a fair price set by us.

15.3) You agree to give us access to your Domain Name Server (DNS) records so that we can configure services like Domain Based Message Authentication and other anti-email spoofing techniques to improve email delivery.

16) Questions About This Agreement

16.1) If you have any questions with the terms laid out in this agreement then please contact us via email at help@cminteractive.uk

Signature

Signed By (Name)	Date	Organisation (leave blank if not applicable)
Signature		