



Terms and Conditions

1) Definitions:

The Client: The company or individual requesting the services of Acid Frog Ltd.

Acid Frog Ltd: Primary designer/site owner & employees or affiliates.

2) General

Acid Frog Ltd will carry out work only where an agreement is provided either by email, telephone or email. An 'order' is deemed to be a written or verbal contract between Acid Frog Ltd and the client; this includes telephone and email agreements.

3) Website Design

a) Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Acid Frog Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

b) The website, graphics and any programming code remain the property of Acid Frog Ltd until all outstanding accounts are paid in full.

c) Any scripts, CGI applications, PHP scripts, or software (unless specifically agreed) written by Acid Frog Ltd remain the copyright of Acid Frog Ltd and may only be commercially reproduced or resold with the permission of Acid Frog Ltd.

d) Acid Frog Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

e) Any additions to briefs provided will be carried out at the discretion of Acid Frog Ltd and where no charge is made by Acid Frog Ltd for such additions, Acid Frog Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

f) Acid Frog Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

g) Acid Frog Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

h) Acid Frog Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

i) Acid Frog Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

j) A non-refundable deposit is required with all of our projects before any design work will be carried out.

k) Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client's satisfaction and no refunds can be offered.

4) Database, Application and E-Commerce Development

a) Acid Frog Ltd cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

b) Any scripts, applications or software (unless specifically agreed) written by Acid Frog Ltd remain the copyright of Acid Frog Ltd and may only be commercially reproduced or resold with the permission of Acid Frog Ltd.

c) Where applications or sites are developed on servers not recommended by Acid Frog Ltd, the client is expected to

provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

d) The client is expected to test fully any application or programming relating to a site developed by Acid Frog Ltd before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Acid Frog Ltd will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

5) Compatibility

Acid Frog Ltd will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer and to an acceptable level with Mozilla browsers. Acid Frog Ltd can offer no guarantees of correct function with all browser software.

6) Website Optimization

a) Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

b) Acid Frog Ltd reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

7) Payment of Accounts

a) A 50% deposit is required from any new client before any work is carried out. It is Acid Frog Ltd policy that any outstanding accounts for work carried out by Acid Frog Ltd or its affiliates are required to be paid in full, no later than 7 days from the date of the invoice unless by prior arrangement with Acid Frog Ltd.

b) Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

c) If accounts are not settled or Acid Frog Ltd have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non-payment can result in county court judgements (CCJ's) being added to the clients credit rating.

d) Following consistent non-payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

8) Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.

9) Complaints Procedure

a) Informal procedure

i) Anyone who experiences a problem with their web service provided by Acid Frog Ltd should raise the matter directly by raising a support ticket in 'my account' to do so, giving sufficient information to locate the material (such as an URL) and clearly outlining the grounds for complaint.

ii) Acid Frog Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

b) Formal complaints procedure

i) The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

ii) A formal complaint should be made in writing to Acid Frog Ltd, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

iii) An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

Web Hosting, Domain and Dedicated Server Terms and Conditions

1) General

a) You must provide accurate information to Acid Frog Ltd during the order process of any service.

b) Acid Frog Ltd is not responsible for the content of any personal or business home page, virtual or dedicated server nor do the opinions or ideas expressed in user-generated web pages necessarily reflect those of Acid Frog Ltd. The contents of user-generated web pages are not reviewed or censored in any way before they appear on any website hosted by us.

c) You may not set up a "gateway" site on Acid Frog Ltd server. A "gateway" site is one which serves only as an entrance to the actual site located on a non-Acid Frog Ltd server.

d) Acid Frog Ltd is not responsible for any account backups/loss of data. It is your responsibility to back up your account using the backup tools in your eXtend control panel. We also provide an automatic backup solution for an additional cost.

e) You may not use our services to provide material, or links to material, that is grossly offensive to the internet community including:

i) Blatant expressions of bigotry, racism, hatred, or profanity

ii) Promotion or display of instructional information supporting illegal activities this includes, but is not limited to, instructions for the building or use of weapons, propagation of "spam" email and/or computer viruses, or any material that infringes the intellectual property rights of third parties

iii) Promotion of physical harm or injury against any group or individual.

f) Your Web Pages or server may not contain, nor contain links to, any of the following:

i) Child pornography, obscene material, bestiality and pictures that you don't have the right to publish.

ii) Hate propaganda

iii) Anything illegal including, but not limited to, illegal software, warez or hacked software, serial numbers, mail fraud, or pyramid schemes

iv) Material insulting, or that could be considered defamatory or libellous, to other persons, institutions or companies

v) Material that exploits children

vi) Materials infringing the intellectual property rights of third parties (including, but not limited to, trademarks, domain names, personality rights, names of individuals, publicity rights, logos, graphics, designs, films, and music), those which allow the circumvention of revenue rightfully due to a manufacturer for the sale of a product or the disabling of installed copy protected devices, and all other forms of cracker utilities, are strictly forbidden

g) You may not use our services for 'data warehousing' that is, using our space as storage for large files which are only linked from other sites or for the hosting of servers. This includes VOIP, IRC, shoutCAST and Gaming Servers.

h) You may not use unsolicited email to promote your website.

i) Acid Frog Ltd reserves the right to block or delete any website on its servers due to inappropriate behaviour by the webmaster towards Acid Frog Ltd, its staff or its users, which has been validated on public or private forums.

j) You may not copy or reproduce any page, image or other content without the express prior consent of the original copyright owner of that content.

k) By ordering website hosting to Acid Frog Ltd or any other service on Acid Frog Ltd, you grant Acid Frog Ltd a royalty-free, nonexclusive, worldwide, unrestricted license to use, copy, transmit, publicly display, publicly perform, create compilations including, and distribute such web page, and any associated Content, for the limited purposes of publishing and promoting the user's web page in connection with the particular service with which the user has chosen to have the web page hosted and for publishing and promoting such web page elsewhere within Acid Frog Ltd. Such license shall apply with respect to any form, media, or technology now known or later developed. This term will extend only for the duration of the user's membership with the particular Acid Frog Ltd service. In the event that such membership is terminated, Acid Frog Ltd will relinquish all rights to the user's Content following the duration of any applicable promotional activities ongoing at the time the membership is terminated.

l) Domain Name and Dedicated Server purchases are non-refundable.

2) Money Back Policy

Website hosting services are subject to a thirty (30) day money back policy (first thirty [30] days of service). Money back is not available to domain names, website design and dedicated server clients. These services are non-refundable.

3) Availability of Service

Acid Frog Ltd makes no guarantee as to availability of service. To the fullest extent permissible by law, Acid Frog Ltd excludes all liability with respect to accuracy, content or availability of information on its web site. The materials in this site are provided "as is" and without warranties of any kind, either express or implied. Acid Frog Ltd does not warrant that the function contained in the materials available on this web site will be uninterrupted or error free, that defects will be corrected, or that this site or the servers that make them available are free of viruses or other harmful components. Any merchandise products or services available to users or members from links from this web site are provided by third parties who are not necessarily affiliated or connected with Acid Frog Ltd. To the fullest extent permissible by law, Acid Frog Ltd excludes all liability under any circumstances (including negligence) for any special or consequential damages that result from the use of, or the inability to use, the materials on this site. Applicable laws may not apply to all those who access the web site.

4) Legal Terms

You, as the author of your pages, take full responsibility for its content. As the author you state your page contains nothing illegal, obscene, pornographic, degrading or abusive to another person, including pages that promote hate group propaganda and child pornography. As the author, you also state that nothing on your page is copyrighted material and that any links to other servers have been approved by that organization. As the author, you also state that nothing on your page infringes on the intellectual property rights of any third party. You agree that Acid Frog Ltd has the right to remove any page it determines, in its sole discretion, has violated these rules to cancel your membership and take against you whatever measures will be deemed appropriate including legal action and disclosing information about you to law enforcement authorities and other interested third parties. Members who are in breach of these rules agree to indemnify and hold harmless Acid Frog Ltd for any loss, claim, damage and expenses (including reasonable attorneys' fees) arising from or in connection with the contents of any personal home pages or of any chat or messages on a bulletin board found to be infringing or illegal. By submitting your pages, you agree to all the above terms.