

### **Definition of our terminology as used within this document:**

1. 'Derosso.net' – Tomasz Najdek trading as Derosso.net.
2. A 'Project' is any work undertaken or service provided by Derosso.net for the Client on their request and as described in our confirmation order email to that Client.
3. A 'Client' is a person, persons, business or organisation using any of the services provided by Derosso.net.
4. 'Live Mode' means the date the website is available on the Client's chosen domain.
5. 'Domain' is the website address as specified by the Client.
6. 'Hosting' is a yearly cost to keep a clients website activated online.
7. 'Content' is both text and images that the Client requires on the website.

### **Derosso.net Terms & Conditions**

1. The contract between Derosso.net and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Derosso.net confirmation order email.
3. Email will be the method of contact with regard to all communication. Although Derosso.net can be contacted by telephone, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. Derosso.net cannot be held liable in any way relating to communication issues if we are not supplied a valid email address. Derosso.net will acknowledge all emails within 3 working days.
4. Derosso.net will only commence work on a Project after receipt of a non refundable, 25% deposit of the quoted Project fee from the Client. Derosso.net will also require 25% payment on approval of the overall design concept. The final 50% payment is to be made on completion of the website. The website will be switched to Live Mode once the Clients remaining balance is paid in full.
5. The deposit paid to Derosso.net covers the cost of design work carried out as well as any admin work and communication with Derosso.net. The deposit is non refundable.

6. Derosso.net shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.
7. It is important for the Client to keep in contact with Derosso.net throughout the entire Project. If a Client does not make contact for 1 week we will make up to 5 attempts to contact the client by email using the email address specified when the client went ahead. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.
8. Where images used on the website have been purchased by Derosso.net on behalf of the Client, these images are strictly for use on the website only. Derosso.net are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.
9. Derosso.net will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees. In doing so, Derosso.net will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
10. Derosso.net cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Derosso.net.
11. Service offered by Derosso.net and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance. Such as in the operation of nuclear facilities, aircraft navigation, traffic or communication systems, air traffic control, direct life-support machines, or weapons systems, in which the failure of the Service could lead to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Derosso.net specifically disclaim any express or implied warranty of fitness of the Service for use for High Risk Activities.
12. Where asked to provide search engine optimisation (SEO) for a Client, Derosso.net does not guarantee any specific placement or high ranking on search engines.
13. Derosso.net will provide the Client with an expected completion date for the Project (live on the internet) if requested. Derosso.net will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date.
14. It is the Client's responsibility to check with Derosso.net whether Open Source Software is being used or not.

15. The Client shall not be charged for Open Source Software. If there is a charge for a website using Open Source Software, the Client is paying for the installation time. Open Source Software is not owned by Derosso.net or the Client.
16. Derosso.net own all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Open Source Software is used. Images will have been purchased by Derosso.net for the Client, unless the images have been supplied by the Client. Item 16 is subject to item 15.
17. All images displayed on the Client's website will only be used after authorisation by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or Derosso.net, they will be the sole responsibility of the Client.
18. Domain names will be registered by Derosso.net and also registered to the Derosso.net current address. Although the domain names are registered to Derosso.net, the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, Derosso.net will do this within a reasonable timeframe.
19. Derosso.net will register a domain name for the website if the Client requires us to do so and on receipt of full payment of our Domain Registration fees. A domain name will be registered by Derosso.net on behalf of the client.
20. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, Derosso.net cannot be held liable for this. However, Derosso.net will make reasonable effort to contact the Client regarding domain renewal.
21. If the Client does not renew the Domain Registration, their domain name could be made available to the public for purchase and Derosso.net can not be held liable for this.
22. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the Client. The Hosting will not be renewed if Derosso.net cannot contact the Client or the Client requests for Derosso.net to not host this site. This will also affect the domain as per item 21.
23. The Hosting renewal charge must be received within 10 days of the Hosting expiry date. Derosso.net reserve the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by Derosso.net for reactivating the website/Hosting.

24. If the Client does not use Derosso.net Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.
25. Should a Client wish to move Hosting away from Derosso.net or transfer a Domain name away from Derosso.net, a £50 admin charge will be issued, which must be paid before the transfer takes place.
26. Derosso.net has no control of, or responsibility for, the content of Clients' websites. In no way does the textual or image based Content of our Client's web sites constitute Derosso.net endorsement, or approval of the website or the material contained within the website. Derosso.net has not verified any of the materials, images or information contained within our Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. Derosso.net provides links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.
27. Derosso.net are not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.
28. If a Domain name is purchased by the Client through a company other than Derosso.net, the Client has full responsibility in making sure that the domain name is renewed when due. Derosso.net will not renew the Domain name when annual Hosting renewal is due if the Domain name is purchased through a company other than Derosso.net.
29. By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understood, and accepted the Derosso.net Terms and Conditions, and agrees to be legally binding by these Terms and Conditions.
30. Derosso.net makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.