

General Agreement Terms and Conditions

Our business is continually evolving and as such we reserve the right to change our Agreement Terms and Conditions when necessary. It is your responsibility to ensure that you are up to date with all of our terms and conditions.

ACCEPTANCE OF THESE TERMS AND CONDITIONS: By using any of the services and or software supplied by My TEQ Limited you are confirming you have read, understand, agree to the terms and conditions in this document and that you agree to be bound by these Terms and Conditions ("Service Agreement"). If you agree to these Terms and Conditions on behalf of your employer, you represent that you have the authority to do so. These Terms and Conditions incorporate by reference the End User License Agreement, The Warranty Agreement, Website Contract, and the My TEQ Limited Privacy Policy, which applies to all information that My TEQ Limited collects from and about you in connection with the services consumed.

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1. Dedicated Servers

My TEQ Limited where necessary and as part of our service may nominate and elect a third party provider to provide a dedicated server; Where this service is required your agreement will remain with My TEQ Limited.

2. Uptime and Service Level

When sourcing providers we look for suppliers to have the highest level of uptime with multiple redundant connections to the internet, our suppliers internet connectivity should meet at the very least 99% up-time. Dedicated customers may review SLA as a separate agreement. For shared hosting accounts, there is no Service Level Agreement and we do not offer an uptime guarantee.

3. Account Security, Data Integrity & Data Backups

As standard My TEQ Limited does not back up any of your data; it is entirely your responsibility to manage your own data and ensure its safety and integrity and to ensure you have sufficient disaster recovery plans and systems in place. Where you have subscribed to a My TEQ Limited "Data Backup" service, My TEQ Limited will back up to the target device the data as mutually agreed on the "Data List" document you provided. The "Data Backup" service is tailored per client based upon the information supplied by you, as our suggestions are subjective it remains your responsibility to ensure the data backed up and the plans you have are correct and are sufficient enough for your needs. Even backup devices fail; you might consider as part of your plan multiple redundant devices. ** My TEQ Limited is not a security or data integrity company and therefore recommends that you consult an appropriate agency to ascertain the effectiveness of the systems you have in place. You are responsible for the security of your accounts; you should ensure that access credentials are kept in a secure location inaccessible to third parties. Where an account is compromised we reserve the right to charge investigatory and or administration fees to cover our costs.

4. Graphic Design

We make no guarantee of copyright to customer. The customer assumes responsibility of obtaining Trademark or Copyright of any material created by My TEQ Limited where My TEQ Limited does not already have the Copyright. My TEQ Limited assumes no liability in the event that customer is unable to obtain Trademark or Copyright for any reason. Original works created by My TEQ Limited remain the copyright of My TEQ Limited unless otherwise stated in writing by us. Where requested and always at our discretion My TEQ Limited may hand over to you copyright for specific works.

6. Website Design & Development

My TEQ Limited always endeavours to satisfy your website requirements. Websites run on a platform (the web server & operating system) and are produced by writing lines of code that are either compiled and or interpreted (the Software). All Websites including and/or 'part of' that we develop including but not limited to those parts that become part of a larger system where that system was not necessarily produced by us are subject to but not limited to clauses 5 and 6 of this document.

7. Fees, Payment & Late Payment

7.1 For dedicated and value added services including but limited to Dedicated Servers, Hosting, Site Review and Marketing all Fees are payable in advance and prior to provision. For some services where indicated you will be provided a fixed credit period. You will be notified of this period on your invoice.

7.1.1 All Technical support, by any means whether by phone, email, support channels or other is chargeable at our prevailing rate. Rate available by request.

7.2 All projects are undertaken subject to a 25% non-refundable deposit then a further payment of 65% at a milestone specified by us, with the remaining final balance 10% payable upon completion.

7.3 At our sole discretion we may grant an extended credit period.

7.4 Where a credit or payment instalment agreement has been agreed, payment in full may be requested at any time without reason; you will be liable to ensure funds are cleared in the designated account within 7 days of such notice.

7.5 Failure to meet payment dates may result in your account being frozen and/or your services being suspended without notice.

7.6 Payment by credit cards may incur up to 4.5% surcharge.

7.7 Under the "Late Payment of Commercial Debts (Interest) Act 1998,2002" we are entitled to and will charge you interest on any late payments. The charge will be at a rate of 10% of the outstanding balance for each month the balance remains due plus an initial £100.00 administration charge.

8. Cancellation & Refunds

Where our work is Bespoke/Custom works usually undertaken to fit your needs and/or requirements there is no cancellation option unless explicitly indicated in writing by a Director of myTEQ. Should you no longer require us to continue with other non-custom project(s), you may opt to put a stop order on the project and pay any and all monies outstanding as determined by us at the time of request. For dedicated services you are required to provide at least one complete month' notice of cancellation. For downloadable software, a refund will only be considered where the software has not either been installed or "Activated". You should ensure that the software meets your requirements prior to purchase.

9. Rights & Recognition

All copyrights of third parties recognised. All rights reserved.

10. Title, Ownership & License

Software & Solutions developed by My TEQ Limited will remain our exclusive property. We do not pass or hand over the copyright implied or otherwise. To be clear, we facilitate a solution, the solution is provided on license for your use. It is this license and facilitation that incurs the charges and fees; we do not sell, lease or license any source code contained within.

Further, Title to the Software is not transferred to you and remains vested in My TEQ LTD. Ownership of all copies of the Software and of copies made by you remain vested in My TEQ Limited, subject to the rights of use granted to you. As between you and My TEQ Limited, documents, files, style sheets, generated program code and schemas that are authored or created by you via your utilisation of the Software, in accordance with its Documentation and the terms agreed, are your property. In the course of our business we may include source codes for but not limited to archival purposes. In this event no rights are passed to you implied or otherwise, and remain our exclusive and intellectual property; you have no rights to view, display, analyse, reproduce, re-deploy, redistribute, modify, release, hire and/or sell it. License to use the solution is revocable, non-exclusive and subject to specific terms & conditions.

11. Legal & Limitation of Liability

You use software and/or employ services either developed or supplied by My TEQ Limited at your own risk and you agree to indemnify and hold My TEQ Limited its related companies and its suppliers, harmless from and against any claims or liabilities arising out of its use/employment; Including but not limited to the software or services failing to perform as you might expect or for damage and/or loss of data, software, hardware and/or money. To the maximum extent permitted by applicable law, in no event shall My TEQ Limited or its suppliers be liable for any Special, Incidental, Direct, Indirect or Consequential Damages whatsoever (Including, without limitation, Damages for Loss of Business Profits, Business Interruption, Damages for Loss of Business Information, or any other pecuniary loss) arising out of the use or inability to use the software and or services or the provision of or failure to provide support services, even if My TEQ Limited has been advised of the possibility of such damage. In any case, My TEQ Limited's entire Liability under any provision of this agreement shall be limited to the amount actually paid by you for the software product or service. This obligation will survive any termination of this Agreement. You hereby agree and consent to venue in Lincolnshire, United Kingdom, in the event of any legal action regarding this Agreement.

12. Warranty

My TEQ Limited DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. My TEQ Limited does not warrant that the Software, its use, operation or your ability to use the Software will be uninterrupted or error-free or that all Software errors will be corrected. My TEQ Limited does not warrant that the Software or service will meet your requirements or that the operation of the Software will be uninterrupted or error free. My TEQ Limited is not responsible for any damages whatsoever, including loss of information, interruption of business, personal injury and/or any damage or consequential damage without limitation, incurred before, during or after the use of our product. My TEQ Limited Ltd's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the software (maximum being the suggested retail price) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of product from the customer back to My TEQ Limited Ltd. In the case of Websites and Interpreted Code; due to the nature of the bespoke development will not be subject to reimbursement of any kind. While we attempt to produce "bug" free software; due to the nature of the industry and the multitude of platforms our software may be executed on; our software is provided 'as-is'.

We do not make backups of your data. Where a system fails you agree to indemnify My TEQ Limited against any legal action or compensation claims both now and in the future.

13. Fair Usage

All of our services are provided subject to fair usage, for the avoidance of doubt, this means that should your usage adversely impact us or others then we may without notice suspend your account. For further clarification, this clause relates to but is in no way limited to Bandwidth Usage, Network Utilisation, Content Type and so forth.

14. Miscellaneous

The obligations and terms asserted in this document will survive any termination of this Agreement. You hereby agree and consent to venue in Lincolnshire, United Kingdom, in the event of any legal action regarding this Agreement. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site or our Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.