



**KAJ ISIS Limited**, IC1.13, Technocentre, Coventry University Technology Park,  
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## Internet Application - Terms and Conditions

You indicate acceptance of these terms and conditions of service by placing a Purchase Order with KAJ ISIS LIMITED. These terms and conditions will not be varied once a Purchase Order has been placed.

### 1. Definitions

1.1 In this agreement the following words and expressions shall have the following meanings:

- 1.1.1 "KAJ ISIS Limited" means KAJ Information Systems Innovative Solutions Limited;
- 1.1.2 "Internet Application" means online website facility that has dedicated functionality;
- 1.1.3 "Package" means Internet Application and Maintenance Services provided by KAJ ISIS Limited;
- 1.1.4 "Demonstration" or "Demo" means a non Development version of the Internet Application developed in accordance with the agreed product specification;
- 1.1.5 "Development" means a Development version of the Internet Application incorporating the required changes to the Demonstration version;
- 1.1.6 "Parties" means KAJ ISIS Limited and the Client together;
- 1.1.7 "Specifications" means the specifications for the Internet Application set out in the Purchase Order;
- 1.1.8 "Develop" means to design, code, build and programme the software and internet applications.
- 1.1.9 "Maintenance Fees" means that part of the Fees attributable to the Maintenance Services as set out in the Purchase Order;
- 1.1.10 "Cancellation Fees" means the sums payable by the Client in the event that it decides not to proceed with the Development as set out in the Purchase Order;
- 1.1.11 "Final Version" means the final version of the Internet Application prepared in accordance with the Specifications and ready for live installation such that the Internet Application will be publicly available on the internet on the agreed domain;
- 1.1.12 "Hosting Services" means the services required for the Internet Application to be connected to the Internet and to be provided by KAJ ISIS Limited;
- 1.1.13 "Bug" means any fault, error or malfunction in software which materially affects the operation of that software;
- 1.1.14 "Virus" means a self replicating computer program which is designed to cause or which is likely to cause damage to the user's files and/or annoyance to the user;
- 1.1.15 "Materials" means source materials provided by the Client to be incorporated where appropriate in the Internet Application during its development including without limitation those listed in the Purchase Order;
- 1.1.16 "Intellectual Property Rights" means Copyright, Design Rights, Registered Designs, Trademarks, Patents, and Confidential Information and Ideas and





Moral Rights and all other rights whatsoever of a like nature world wide whether those rights are registered or not;

- 1.1.17 "Maintenance Services" means the services for the maintenance of the Internet Application, if required, as more specifically described in the Purchase Order and not relating to web hosting services;
  - 1.1.18 " Website" means the interactive, computer based online information transaction and communication product or service accessible and operated via a telecommunications connection to the internet whose Development shall be in accordance with the Specifications;
  - 1.1.19 "Purchase Order" means either an email confirming services required or a completed form confirming services required;
  - 1.1.20 "CMS" means Content Management System provided by KAJ ISIS Limited for the Client to use to create and maintain site content in public and secure areas of the Internet Application. The CMS is wholly owned by KAJ ISIS Limited.
- 1.2 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## **2. Operative Provision**

In consideration of the payment by the Client to KAJ ISIS Limited of the Fees KAJ ISIS Limited agrees to provide the Package in accordance with and subject to these terms and conditions.

## **3. Obligations of KAJ ISIS Limited**

KAJ ISIS Limited shall:

- 3.1 complete the Development of the Website;
- 3.2 provide the Hosting Services where purchased and specifically mentioned on the Purchase order in accordance with the KAJ ISIS Limited web hosting terms and conditions;
- 3.3 grant to the Client the non-exclusive right and licence to use the Website Materials;

## **4. Development**

The Development shall be as follows:

### **4.1 Design Phase**

4.1.1 KAJ ISIS Limited shall develop and deliver to the Client the Demonstration version;

4.1.2 Upon delivery of the Demonstration Version, the Client shall request in writing any changes required to the Demonstration Version after which period KAJ ISIS





Limited shall inform the Client, in its reasonable opinion, of which amendments it shall consider acceptable, appropriate and technically feasible and KAJ ISIS Limited shall incorporate such amendments into the Development Version;

4.1.2 pages will be compliant with the following standards:

- Level AA Conformance to Web Content Accessibility Guidelines 2.0 XHTML
- Transitional w3C CSS Validation EC 'Cookie' Directive 2002/58/EC

with respect to supporting ongoing compliancy – KAJ ISIS Limited agree to maintain the page code to accommodate new compliancy requirements if deemed by standards to be essential to be compliant with the Disability Act. Any new recommended updates by the standards; that are deemed to be optional, will be provided as chargeable services where work required would take longer than 45 minutes to complete. Any extra time for work may be charged for at £55 an hour and subject to a separate Purchase Order.

## 4.2 Final Phase

4.2.1 KAJ ISIS Limited shall Develop and deliver to the Client the Development Version;

4.2.2 Upon delivery of the Development Version, the Client shall within 14 days request in writing any changes required to the Development Version after which period KAJ ISIS Limited shall inform the Client, in its reasonable opinion, of which amendments it shall consider acceptable, appropriate and technically feasible and KAJ ISIS Limited shall incorporate such amendments into the Final Version;

4.3 KAJ ISIS Limited reserves the right to charge further sums in addition to the Fees for amendments requested by the Client under Clauses 4.1 and 4.2 which go beyond the Specification. Such additional Fees will not be charged without prior written notice;

4.4 KAJ ISIS Limited shall deliver the Final Version incorporating the agreed amendments to the Client;

4.5 Upon completion and delivery of the Final Version KAJ ISIS Limited shall provide the Hosting Services where purchased and specified in accordance with the KAJ ISIS Limited web hosting terms and conditions;

## 5. Maintenance

5.1 Upon delivery of the Final Version and for a period of 12 months thereafter, KAJ ISIS Limited shall provide the Maintenance Services and the Client shall pay the Fees. Inclusive Updates / adjustments are classifiable as work taking no longer than 45 minutes and are only offered if specified in the quantity on the order form. Extra time for work may be charged for at £55 an hour. Maintenance includes an annual licence as described in these terms for one year.





5.2 Thereafter the Client shall be entitled to request that KAJ ISIS Limited continue to provide the Maintenance Services at the then prevailing rates and for such period as the Parties shall agree.

5.3 The Maintenance Services shall not include providing a server or server connection. Leon media registration includes a cross link scheme executed at KAJ ISIS Limited's discretion. The final version will include a discreet 'designed by KAJ ISIS Limited' link or similar.

5.4 KAJ ISIS Limited 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, KAJ ISIS Limited will provide a reliable and professional service to the client at all times, excluding unavoidable technical failures. All standard hosting offered by KAJ ISIS Limited is limited to 500mb of website space unless otherwise stated in a separate contract.

5.5 KAJ ISIS Limited hosting fees is annually renewable. The date of renewal will be 12 calendar months from the date the website was made live. KAJ ISIS Limited will contact the client 6 weeks before the renewal date and hosting services are not obligated.

5.6 The hosting renewal charge must be received within 10 days of the hosting expiry date. We reserve the right to deactivate any website when the hosting has expired and the client has not paid the renewal charge. We reserve the right to charge an administration fee of £50 plus VAT for reactivating the website/hosting.

5.7 If the client does not use KAJ ISIS Limited hosting services, then the management and hosting of the domain name are the full responsibility of the client.

5.8 If the client does not wish to renew the hosting the site files and associated data can be made available to the client fee free on request and the domain name can be transferred to the client's registrar account. The Internet Application files will be supplied in a compiled format. Should the client instruct KAJ ISIS Limited to upload and configure the site and domain name to a third party server this work will be subject to charge and separate Purchase Order.

5.9 do not take any responsibility for a client's website rank on search engines. This also includes any potential website downtime that can occur. When updating, changing, creating and hosting a client's website, there could be a change in the websites search engine ranking.

## **6. Client Obligations**

The Client will co-operate with and act in good faith towards KAJ ISIS Limited and provide on request the Materials in the format that KAJ ISIS Limited requests, including all those necessary to maintain the Website and enable KAJ ISIS Limited to carry out its obligations hereunder.





## 7. Payment and Cancellation

7.1 Upon completion and delivery of the Final Version KAJ ISIS Limited shall issue an invoice for the total balance. The Client shall pay KAJ ISIS Limited the balance of the Fees including the Maintenance Fees within 14 days of receipt of a valid invoice in consideration of the supply to it of the Package, the Maintenance Services and the full right to resell the products provided that the Fees are paid to KAJ ISIS Limited.

7.2 KAJ ISIS Limited shall be entitled to charge interest on any overdue payment at the rate of 8% per annum above the base rate of the Bank of England from time in force.

7.3 KAJ ISIS Limited shall be entitled to immediately restrict, suspend or terminate without notice, the Client's access to and use of the Website upon breach of any part this agreement whatsoever including without limitation the non-payment of any sums as and when they fall due until payment is made in full.

7.4 If the Client cancels an order at any time prior to final delivery KAJ ISIS Limited shall be entitled to its reasonable losses and expenses incurred to the date of cancellation.

## 8 Intellectual Property Rights / Confidential Information

8.1 All Intellectual Property Rights of whatever nature in material devised by KAJ ISIS Limited including all software code written by KAJ ISIS Limited and its employees will vest in and belong to KAJ ISIS Limited free of any interest of the Client or any third parties. The Client will do such acts as KAJ ISIS Limited may reasonably require in order effectively to vest such rights in KAJ ISIS Limited or to evidence the same;

8.2 KAJ ISIS Limited hereby grants a nonexclusive royalty free annually renewable licence to the Client to use the Intellectual Property Rights for the purposes of this agreement throughout the world which licence shall take effect on receipt by KAJ ISIS Limited of all Fees due under this Agreement save for the Maintenance Fees;

8.3 The Client hereby grants to KAJ ISIS Limited a nonexclusive royalty free licence to use the Materials for the purposes of this Agreement;

8.4 The Client hereby warrants that it has or has obtained all necessary rights, permissions and licences for the use of the Materials supplied to KAJ ISIS Limited and that it is fully entitled to grant to KAJ ISIS Limited the rights in clause 8.3 above;

8.5 The Client undertakes to KAJ ISIS Limited to indemnify and hold harmless KAJ ISIS Limited in full and defend at its own expense KAJ ISIS Limited against all costs and losses whatsoever and howsoever incurred by KAJ ISIS Limited its servants or nominees arising out of any claim made against it or any of them in any jurisdiction in the world for infringement of any Intellectual Property Rights in the Materials;

8.6 The Client further warrants that all material that it supplies to KAJ ISIS Limited is free of defamatory and other legally restricted material and it warrants that it shall





fully indemnify and defend at its own expense KAJ ISIS Limited against all costs and losses whatsoever incurred by KAJ ISIS Limited its servants or nominees as a result of any claim made against it or any of them in any jurisdiction in the world as a direct or indirect result of the breach of this Clause;

8.7 Each party undertakes with the other that it will keep secret and confidential the terms of this Agreement and any information supplied by either party in connection with this Agreement or in connection with the business of the other party and in connection with the Website ("the Information") and shall only disclose the Information or any part thereof (except to its own employees and then only on a need to know basis) with the other party's prior written consent PROVIDED THAT this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Agreement or which is in the public domain (other than as a result of a breach of this Clause);

8.8 Notwithstanding the provisions of this clause 8, KAJ ISIS Limited shall be afforded full and reasonable credit on the Website as the Developer and designer of the Website;

8.9 Notwithstanding the provisions of this clause 8, KAJ ISIS Limited shall be entitled to refer, in the course of promoting or demonstrating KAJ ISIS LIMITED, to the Website and KAJ ISIS Limited's involvement in the design, Development and as the provider of the package.

## **9. Bugs and Viruses**

9.1 All software created by KAJ ISIS Limited is checked for Viruses using Antivirus and KAJ ISIS Limited accepts no responsibility for and bears no liability for any viruses discovered subsequent to KAJ ISIS Limited's delivery of the Final Version to the Client.

9.2 KAJ ISIS Limited recommends that all software created by KAJ ISIS Limited is checked for Bugs and will use its reasonable endeavours to check for Bugs provided only that this is provided for in the Budget but accepts no responsibility for and bears no liability for any Bugs discovered subsequent to KAJ ISIS Limited's delivery of the Final Version to the Client.

## **10. Materials**

On receipt of the Final Version the Client agrees to arrange for the collection of all Materials incorporated in the Final Version and other materials provided by the Client. If these are not collected within 2 months of delivery of the Final Version KAJ ISIS Limited reserves the right to dispose of them on giving to the Client not less than fourteen days notice.

## **11. Data Protection Act**

The Client undertakes that it will not collect data from or via the Website without obtaining the appropriate registration and otherwise complying with its obligations under the Data Protection Act or equivalent legislation and that it will not collect any







data from the Website without giving sufficient prior written notice to KAJ ISIS Limited to apply for like registration.

## **12. Betting, Gaming and Lotteries Act**

The Client undertakes that it will not use the Website for competitions within the meaning of the Betting Gaming and Lotteries Act 1963 or the Lotteries and Amusements Act 1976 and the Betting and Gaming Duties Act 1981 without full prior consultation with KAJ ISIS Limited and first obtaining licenses under those Acts or any amending legislation.

## **13. Financial Services Act**

The Client undertakes that it will not carry on or purport to carry on investment business through the Internet or advertise such services unless authorised to do so under the Financial Services Act 1986 and the Client further undertakes to comply with the provisions of the Financial Services Act 1986 or any other legislation regarding financial services in force at the time of this Agreement or subsequently in all other respects.

## **14. Obscene and Defamatory Material**

KAJ ISIS Limited gives no warranty or guarantee and explicitly and unequivocally excludes all responsibility and liability for all and any information and material contained on or within the Website or on the Internet as a result of KAJ ISIS Limited providing the Package and services, whether such information or material is included by the Client personally, by any third party or by KAJ ISIS Limited on the instructions of the Client. KAJ ISIS Limited shall have no liability to any person and the Client shall indemnify and hold harmless KAJ ISIS Limited in respect of all such information and material including without limitation any material that is offensive, obscene, defamatory or inflammatory.

## **15. Telecommunications and Broadcasting**

The Client undertakes that it will obtain all necessary licences under UK Telecommunications and Broadcasting Legislation and that it will comply in every respect with such legislation.

## **16. Competition**

The Client agrees and accepts that it may be subject to European and UK law on anti-competitive practices including without limitation abuse of a dominant position and concerted practices. The Client undertakes to KAJ ISIS Limited that it will not, in respect of the Package or the Website, enter into any agreement that has as its object or effect the restriction of competition within the UK or Europe nor will it at any time seek to abuse a dominant position within its relevant market, unless such activity is specifically permitted by law.





## 17. Indemnity

Without prejudice to Clauses 11, 12, 13, 14, 15 and 16 above the Client undertakes that it will obtain all necessary licenses and permissions required throughout the world for any and all activities that it conducts through the Internet and that it will indemnify KAJ ISIS Limited against all actions, claims, costs (including legal costs and expenses properly incurred), damages, demands or liabilities brought against or suffered by KAJ ISIS Limited as a result of any breach by the Client of its obligations under this Agreement.

## 18. Termination

18.1 If the Client decides not to proceed further with the Package at any time it shall pay to KAJ ISIS Limited the Cancellation Fees of 70% of the total of the complete package ordered.

18.2. KAJ ISIS Limited shall be entitled to immediately restrict, suspend or terminate without notice the Client's access to and use of the Website and or terminate this agreement upon the Client's breach of any part this agreement whatsoever including without limitation the non-payment of any sums as and when they fall due.

18.3 KAJ ISIS Limited will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of such party including without limitation Internet outages, communications outages, fire, flood, war or act of God.

## 19. General

19.1 These terms constitute the whole and only agreement between the Parties and shall apply to the exclusion of all other terms or conditions of contract.

19.2 Nothing in these terms shall be deemed to constitute a partnership or agency relationship between the Parties and neither of the Parties shall do or suffer to be done anything whereby it may be represented as a partner or agent of the other party.

19.3 If at any time any part of these terms and conditions is or becomes unenforceable, such part will at KAJ ISIS Limited's option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

19.4 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach of this Agreement.

19.5 Neither Party shall assign the benefit or burden of this Agreement without the prior written consent of the other Party.







19.6 The UK shall be considered the place of first publication of any material on the internet or Website.

19.7 These Terms and Conditions are made and shall be construed in accordance with the laws of England and you the Parties submit to the exclusive jurisdiction of the English courts.

19.8 KAJ ISIS Limited 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.

19.9 The Client is responsible for all content accessible on public and secure areas of the Internet Application which is maintainable using the CMS provided by KAJ ISIS Limited.

## **20. Liability**

20.1 KAJ ISIS Limited shall not be liable for loss of turnover, sale, revenue, profits or indirect, consequential or special loss.

Ends.

