



## **BizWeb365 | Our General Terms of Service | 01<sup>st</sup> May 2017**

- Your website will be registered in your name and address and you will be the registered owner of the domain name and your website. You agree that all the information, images and logos used on your website are correct for your business and that we can change any content if requested to do so by third parties who advise us that they own the content, images or videos on your website. We reserve the right to change images, logos and information where we are advised they are in breach of copyright. We mainly use images and information provided by you in the website design and you take full responsibility for all the images and content used in the website, social networks or wherever such information may appear (online and offline) in relation to your website.

- You agree that you have looked over the final live website (and any future changes and updates we make to your website) and agree with the above and that your website (including future changes) are designed in good faith and we hold no responsibility for any loss to you or third-parties (legal, financial or otherwise) in relation to any of the information, coding, images, logos, any other content/ design process, third-party code or services used in the design/ hosting of your website, but we can make changes if requested by you, relevant third parties or on our own to your website.

- Like most web design businesses, we use a range of third-party programs and hosting and while very rare, sometimes something may occur at one of our third-party suppliers which may result in the website needing to be changed or updated. We will work with these third-parties to resolve any issues but we cannot be held liable for any loss to you due to third-party actions but will actively work to resolve any issue which may occur. You also agree that you have checked that the features work (e.g. email etc.) and we hold no liability for any loss (to you or third-parties), including malware/ third-party viruses etc., but we will work with you to resolve any issues which may occur. We will help to resolve issues relating to your online presence but cannot be held liable for any unforeseen effects relating to your new website. Whatever effects may become apparent in relation to your new website, MB Business Services t/a BizWeb365.ie cannot be held liable for any loss, financial, legal or otherwise and you agree that you use our services at your own risk and you accept full responsibility for your new website, financial, legal or otherwise but we will work proactively to advise or resolve any issue(s) you may have once we are advised of an issue you may have. Any advice we provide is undertaken by you entirely at your own risk.

- Web design includes design of the number of pages as specified in the website package you choose. The website is designed to work on the current popular smartphones, tablets and laptops as at the time you engage our services. A fee may be required to upgrade your website in the future if additional work is required to comply with future newer operating systems, browsers etc. or you may be required to upgrade to our latest version of our website packages.

- If third-party programs require updating, there may be a fee to cover the upgrade cost and cost of upgrading to new programs.

- If third-party programs used in your website require a fee to upgrade to a newer version, a fee may be charged to cover the cost of upgrading to new third-party programs etc. If the annual cost of registering your domain name, hosting your website or any other external costs associated with your website increases, there will be an increase in the annual renewal charge.

- Any additional costs required to allow your website to comply with future changes to operating systems, browsers etc. will be met by the client to ensure that the website continues to work as expected.

- You agree that the email and phone number on the website are correct and to test them to ensure they send emails/ call your business phone number and you agree to test the third-party ecommerce facilities, contact form(s) etc. and that they work as expected. e.g. payment received and payer is directed to payment thank you page and emails received etc. You agree to advise us in a reasonable timeframe if any issues occur so we may look into them.

- Please be aware that as we manage the back-end of your website, we and our 3rd party suppliers have access to all emails etc. sent to and by you in relation to your website and you allow us the right to access them to manage your website to improve SEO etc.

- Free hosting in year one is subject to a fair use policy but this will have minimum effect for the vast majority of users. Free domain name is in year one. Free SEO is in year one only. Tablet friendly refers to the regular iPad and similar tablets on the market. Mobile website refers to regular iPhone and similar devices on the market.

- Our Website Management Service covers free updates to photos and information text on your website in year one and is subject to a fair use policy. If you wish to add additional services or make a substantial change to your website, we charge a reasonable fee which will be decided by the work to be done to change the website to accommodate the extra pages. The current charge for each extra service (inclusive of extra webpage) added to your existing website package can be viewed on our website or contact us for a quote on any bespoke additions or changes to your website.

- Our tailored SEO is an excellent service for ensuring your new website is found on the google search engine. Google search is a third-party company and while our SEO service has a proven and excellent record, we cannot be held liable for search results. You must also follow our instructions in relation to our SEO service e.g. providing us with your google pin number so we can add it to your website to ensure google search knows you are a legitimate business for search purposes etc. Your business details, phone number, address etc. will be made publicly available on the internet to improve the effectiveness of SEO e.g. on social networks & any other places/ directories we advertise your

business. We can access, update and change these at any time. Our free SEO service applies to year one only.

- Your website will be designed with SEO in mind. If you request a major change to your sample or live website or upgrade to a newer website package, your SEO may be negatively affected and while we will do our best to ensure that your website ranking on Google search will be high, any changes you request will impact on your website SEO. If yourself or you use a third-party to make any changes to the website including SEO, you agree to inform us in advance and we are not responsible for any unforeseen events which may occur if you use a third-party in relation to any aspect of your website including our advice in relation to third-party hosting etc. If Google changes their search algorithm at a future date, a fee may be required to update your website to ensure that Google still finds your website. Our free comprehensive SEO package applies to year one only.

- You will be solely responsible for complying with all laws and legislation in relation to your website including data collection e.g. emails and you agree to comply with all laws & legislation applicable in your country & in other countries you operate in.

- You agree to never use the passwords used to access any online services associated with your website at the set-up stage on any other online services as this may compromise the security of your website and negatively affect your website SEO. If you lose or change any of your password(s) associated with your website, we will no longer be able to manage your SEO or website & you understand this will negatively affect both your SEO & website. We are not liable or responsible for your website if it is hosted on 3rd party providers & a fee for all changes, updates etc. after year one will apply. All correspondence & payments made in relation to your services with us are made entirely at your own risk & we are not liable for any financial, legal or other losses. MB Business Services is not responsible (legal, financial or other losses) for third-party programs e.g. email, payments etc. used either on client websites or on this website and this website and all third-party programs are used at your own risk.

- If you use our services to help you advertise on facebook or google adwords or any other advertising services, we are not responsible for unforeseen costs/issues which may arise and our services are offered on a good faith basis and we cannot be held responsible for any loss or costs (to you or third parties) associated with any advertising campaign which you carry out with our help in setting-up/ using the campaign or in relation to any advice we provide.

- If the client undertakes any activities or actions which damages or may damage the reputation of the service provider, we can cancel the service at any time. Any fees already paid are non-refundable & we will help you transfer to another service provider.

- We may use our existing client websites in advertising as examples of the service we provide for marketing our services.

- If there is more than one person involved in your business, you must provide only one contact with whom we will deal with.

- You agree to inform us in a timely manner of any concerns you may have or issues that are brought to your attention in relation to your website so that we can look into any issues that may occur and help with resolving them. You also agree to never use your google password set-up specifically for your website for any other online service without informing us.

- If you sell your business or website domain name to a third-party, our service agreement is with the original owner who paid for the website and our management service is not transferable to third-parties and our service may be ceased. However, you will still be the owner of the domain name and we will help you transfer your domain name to another service provider.

- If you wish to change service providers at a future date, we will work with you and your new service provider to transfer the domain name to your new hosting provider for free. However, the website design (incl. content), code and third-party services used in the website cannot be transferred over i.e. just the domain name is transferred to your new hosting provider. For security reasons, we cannot grant access to you or third-parties to our hosting platform & fees already paid are non-refundable.

- The client agrees that we operate on a good faith basis and the client will take full responsibility for their website.

- All services provided on BizWeb365.ie, are carried out by MB Business Services. By using our services you are deemed to have agreed to all the terms and conditions and terms of service on this page and any future terms of service or information posted on other pages on this website in relation to the range of services we carry out on your website and related third-party services and that your service agreement is solely with MB Business Services. These terms and conditions may be updated at any time and apply to both existing and future clients and you should check them regularly and the newest version will be applicable and you should contact us if you require clarification. Thank you and if you have any queries or need clarification in relation to any of our terms and conditions and terms of service mentioned here or information posted or mentioned elsewhere on this website including other pages, by email or by third-parties etc. please contact us directly. MB Business Services t/a BizWeb365.ie

#### **Websites from MarketingBespoke transfer to MB Business Services t/a BizWeb365**

- MB Business Services will continue to manage old websites from MarketingBespoke subject to terms and conditions and an annual fee being paid and you will be billed & managed through MB Business Services t/a BizWeb365.ie. This will include existing domain name & hosting renewal & requested changes to existing information and images and limited updates to coding, third-party program updates etc. MarketingBespoke offered great value website packages with the aim of allowing the self-employed to get online in an affordable manner and BizWeb365's new web packages continue this ethos. Please also note that as we no longer offer the website packages of MarketingBespoke, any offers associated with these older website packages can no longer be claimed. Please contact us to check if an upgrade to our newer website packages would benefit you or if you wish to change service providers we will help with the transfer process for free. If you have any queries, please contact us.