



Service Agreement

Clickpoints • Service Agreement
LKPridgeon • 01/03/2016

Clickpoints strives to deliver content on time at a high quality however we require certain requirements to be met to allow us to forgo our work.

Service Terms

We strive to maintain good relationships with our client base however for this to happen we require all clients to conform to a basic set of guidelines to make sure all projects are executed to the best standard we can offer. In the case of these guidelines not being met to a reasonable degree we reserve the right to put the project on hold resulting initiate appropriate procedures to deal with the issue. In the event of disputes between a clickpoints staff member and you (the client) it may be required to bring in a 3rd party to evaluate the circumstance. If the dispute is unresolvable it may be found within the affected parties interest to terminate any ongoing projects subject to the refund policy. The guidelines can be found within the lower paragraphs of this section.

As a client is your obligation to ensure that you and any other parties you bring in do not mistreat any staff member or freelancer that is brought in under this agreement. By default all clickpoints representatives and vetted freelancers are covered by the safeguards of this agreement and will be subject to the same terms and conditions. If you (the client) or any party that you have brought in under this agreement feels that they have been subjected to mistreatment you may message support@clkpts.uk to help resolve the issue however if you feel this would be rather ineffectual please contact lkpridgeon@clkpts.uk to initiate the formal complaints process.

It is your duty to provide us with any information and details requested in a clear and coherent structure to allow us to make continued progress on your project and guarantee any specified deadlines are met. To ensure we meet all your needs we request any information provided to us in direct communication is added to the relevant documents for the project. We are not liable if details within these chats are missed although we will attempt to include details requested by these means

As the client it is your duty to provide the information and details needed in a clear and coherent structure consisting of the details we need to progress with the work. In the case of missing information that is vital for the project's continuation not being provided we have no choice but to place your project on hold this is for a maximum period not exceeding 30 days. After 30 days depending on the progress made we will charge you for the work that is complete therefore handing over the project (can be subject to a source code fee). However if the outstanding invoice is not paid within a further 30 day window we retain the right to publish the project or sell the project off to a different company. Any assets you have provided will be safe from this process. Subject to the usage of assets terms.

Usage of Assets

Any media possessed by you (the client) that may be of any relevance to the project should be made accessible to under the shared rights terms outlined below. If the media is used within a project we reserve the right to use on any Clickpoints sites such for our Commercial benefit as a portfolio piece. Unfortunately we are unable to be held liable for any loss or damage to the assets we utilise.

We will not sell or re-use or sell off your assets with other clients or any 3rd party services however we can't protect your assets from any form of data theft from any of our systems. It is up to your discretion to protect your data from external usage. In the case you choose to do so you allow us rights to view and display your data.

In the event of data loss please contact a clickpoints support member to see if we are able to provide any backups please bare in mind we are not responsible for you data 14 days after the contract or extended warranty expiring and may be not longer able to supply/recover the data. In the case of data being available after this period we maintain the right to charge a one time data recovery fee not exceeding the amount £7.50 or require contract renewal or extension subject to project type. A support member can be contacted using the clickpoints support email support@clkpts.uk or by contacting the representative you originally dealt with and they should point you in the relevant direction to make a data recovery claim.

We are by no means responsible for your project after 14 days of contract completion unless stated otherwise. It is your responsibility to create regular backups as we can't be liable to sudden loss of data when using any online services such as cloud storage. In the case of data loss from online services it is your responsibility to take a valid path of action with the service. In the case of us holding access to the service such as web hosting we will do all we can to provide the data but there is no



guarantee. Look to the web hosting section for more information.

In some of our work we use freely available assets for things such as fonts and icons this means you do not own the rights over them when the project is handed over it is your responsibility to follow the asset providers license. It is your responsibility to request a copy of such license. We will refrain from using work that requires attribution but if we see fit we will contact you and ask about your views and where the attribution would be suitably placed.

Hosting

When entering into a web hosting provision you automatically agree to the providers terms of service and privacy policy. We at Clickpoints will attempt to make weekly backups of the data until it exceeds 15GB then it is your responsibility for the backups.

All hosting solutions are subject to the external services clause. We at clickpoints hold the responsibility to maintain a weekly backups upto 15GB. In the case of backups being larger than the amount lain forth we reserve the right to exclude certain files.

In the case of non-payment we will maintain your data for a month after due date. After a month of non-payment upon user request we can store upto but not exceeding 5GB of your data made privately available to you for a further 2 weeks. Any extra charges for extra resources such as domain names that we have incurred will have to be paid to in order for us to reinitialize your plan.

All web hosting comes with 30 days money back policy. If you are not satisfied with our services provided unfortunately we are unable to cover domain names and SSL certificates can't be refunded. It is your responsibility in this case to download and backup all your data as for when you cancel all data will be removed and no longer replaceable.

We reserve the rights to delete any data that we deem to be considered harmful to our reputation or can be considered offensive. If we receive a request to remove data we will verify and take action accordingly.

External Services

If an external service is being utilised it is your responsibility as the client to request any 3rd party licenses from the service. Clickpoints is not to be held liable for any data loss, leakage, abuse that may occur.

Returns

Unfortunately we can't provide any returns after you have received the project due to you already having a license over the content. However if the project has any prominent issues you have until the end of the 30 day period to request bug fixes. Fixes requested after this time may be subject to their own fees to be determined on the date of continuation.

Termination

You are free to terminate until 3 days after the original deposit for no fee unless stated otherwise. Termination after this will be held liable to any occurred expenses. if any expenses are left unpaid we reserve the right to claim full rights over the project and resell anything created by a clickpoints representative subject to the usage of assets clause.



Rights

During the project duration rights over any work clickpoints produced is shared by both parties under a noncommercial, no redistribution license unless stated otherwise by prior agreements. Upon completion all rights are handed over to the commissioning party alongside code and resources used subject to the External Services and Usage of Asset clauses of this agreement.

Signed:

Signed: LKPRIDGEON

Dated: ... / ... /

Expires: -- / -- / ----