

ABADIAN Terms & Conditions of Use and Notices

AGREEMENT BETWEEN YOU AND ABADIAN

These Terms & Conditions constitute a legal agreement between you and ABADIAN. You must accept without modification all of the terms, conditions, and notices contained in these Terms & Conditions in order to access and use the services ABADIAN provide. If you do not accept these Terms & Conditions in their entirety, you may not access or use the services provided by ABADIAN.

ABADIAN provides internet and business consulting services, ABADIAN reserves the right to suspend or cancel any customer's access to any or all services provided by ABADIAN when ABADIAN decides that the account has been inappropriately used or otherwise.

These are the terms and conditions for use of the Internet services provided by ABADIAN. By purchasing services from ABADIAN, you (customer) agree to abide by these terms and conditions. We reserve the right to change this agreement at any time without notice.

MODIFICATION OF THESE TERMS OF USE

ABADIAN may wish to update or change the terms, conditions and notices for the service provided from time to time to reflect changes in the service, changes in the laws affecting the Services, or for other good reasons. You understand that ABADIAN reserves the right to make these changes and that you are responsible for regularly reviewing these terms, conditions and notices. Continued access to or use of the Services provided by ABADIAN after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve the ABADIAN Services shall be subject to the Terms & Conditions, as modified from time to time.

ABADIAN RIGHT TO USE FEEDBACK OR SUGGESTIONS YOU SUBMIT

ABADIAN wants your voluntary feedback and suggestions on the Services we provide so that we can continually improve the services for you and other customers. When you submit feedback and suggestions, please understand that ABADIAN needs to have full rights to use your feedback and suggestions without any encumbrances. In particular, you should understand that by submitting any feedback or suggestions to ABADIAN concerning the Services we provide, you warrant and represent that you own or otherwise control the rights necessary to do so and you are granting ABADIAN and its affiliated companies permission to:

Use, modify, copy, distribute, transmit, publicly display, publicly perform, reproduce, publish, sublicense, create derivative works from, transfer, or sell any such feedback or suggestions; and

Sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the feedback or suggestions.

These grants include the right to exploit any proprietary rights in such feedback or suggestions, including rights under copyright, trademark, service mark or patent laws in any relevant jurisdiction. No compensation will be paid with respect to ABADIAN use of the materials contained within such feedback or suggestions. ABADIAN is under no obligation to post or use any materials you may provide and may remove such materials at any time at ABADIAN sole discretion.

LAWFUL USE

ABADIAN's services are to be used by the primary owner only, you are not permitted to resell, store or give away the services of your account to other parties even if it was for free or non-profitable.

You are responsible for conforming to all national United Kingdom and local laws regarding the Internet and electronic communication. You must respect the intellectual property and copyrights of resources provided by others on the net. You may not participate in any illegal activities while using your account. You must obey the laws of the United Kingdom, England and Wales and other countries that you communicate with over the net. We cannot and do not monitor or control traffic content to/from our service. You are responsible for keeping your activities legal, and for censoring yourself and colleagues. Subscribers are not permitted to post any material that is illegal, libelous, tortuous, or likely to result in retaliation against ABADIAN. Should the posted material fall into this category, we reserve the right to immediately refuse or terminate service.

ABADIAN does not allow any of the following contents to be stored on any of its servers:

- Illegal Material - This includes copyrighted works, commercial audio, video, or music files and any material in violation of any Federal, State or Local regulation.

- Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of ABADIAN. We allow adult stores, our only restriction is that there must be no pornographic images or anything too offensive.

- Warez - Includes pirated software, ROMS, emulators, freaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

ABADIAN will terminate any account that contains any of the above mentioned contents without any warning and without refunding any payments.

DATA PROTECTION

1. Unless indicated otherwise on the relevant Order form, the Client hereby agrees to allow ABADIAN to collect and process data and information regarding the Client's use of the Service and to provide this to sub-contractors and/or companies affiliated with ABADIAN for the purposes of marketing ABADIAN's (or ABADIAN's affiliated companies) services, or other related services, or for any other purpose connected with the Agreement. ABADIAN will provide the Client on request with details of all such information held by ABADIAN, and will modify any information that the Client advises is incorrect.
2. Subject to and in accordance with relevant data protection legislation, the Client hereby consents to allow ABADIAN to collect data regarding ABADIAN's use of the Services and to provide such data to any governmental or regulatory body for the purpose of ABADIAN's compliance with any applicable laws and regulations.
3. Each party shall for the duration of any Agreement governed by these Terms and Conditions comply with the provisions of the Data Protection Act 1998, (including the data protection principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not permit anything to be done which might cause or otherwise result in a breach by either party of the same.
4. ABADIAN possesses the right to communicate with the Client regularly via, but not limited to, electronic means.
5. ABADIAN may, from time to time, send Client information relating to the services of other companies that ABADIAN feels may be of interest to the Client. If the Client does not want to receive such information, it is to inform ABADIAN in writing.
6. ABADIAN has the right to deny Customer Support to the Client if the Client fails to demonstrate to the ABADIAN representative upon receipt of a phone call or e-mail by ABADIAN that they are indeed the Client and therefore authorised to request that changes be made on the account. The Client acknowledges that it may not always be possible for ABADIAN to guarantee that breaches will not occur and therefore agrees to cooperate with ABADIAN staff in its requests for Client authentication.

"UNLIMITED" POLICY

High bandwidth usage: ABADIAN offers a limited use policy by maintaining very large ratios of bandwidth and 5 GB disk space per customer and to maximum of 10GB per month internet traffic. In rare cases, ABADIAN may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, ABADIAN reserves the right to impose the High Resource User Policy for the consideration of all customers.

HIGH RESOURCE USER POLICY

Resources are defined as bandwidth, disk space and/or processor utilization. ABADIAN may implement the following policy to its sole discretion: When an account is found to be monopolising the resources available ABADIAN reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers.

DATA AND BACKUP

While we do backup all data within our own internal systems we are not liable for any loss of data which may adversely affect your business. This means that if you have uploaded your product data and/or built up a database of clients and/or orders, you must keep a backup on your own machine. Customer agrees that ABADIAN has the right to delete all data, files, or other information that is stored on ABADIAN's servers upon termination of services, or cancellation of account due to non-payment or breaking of any of these terms by customer.

SECURITY

While ABADIAN makes all efforts to ensure the services we provide are both secure and robust, we make no claims about this security. If someone gains unauthorised access to your account they may/may not have access to customer details such as payment information, this is your responsibility. Hacking is a serious crime and affects most businesses. Should ABADIAN and/or any system provided by ABADIAN suffer a breach of security we cannot be held responsible. It is the client's responsibility to delete credit card information after processing it.

HOLD HARMLESS

Customer will indemnify and hold ABADIAN harmless (including officers, employees, agents, and shareholders) of any and all claims, costs, expenses or liability resulting from any damage to Customer's business, service, equipment, network, operations, or reputation resulting from ABADIAN's actions. Indemnification includes, but is not limited to, any government actions, acts of vandalism or other retaliation, and any claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

PAYMENT POLICY

ABADIAN reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of one year from the purchase of your account, excluding government charges such as tax which can change out of the control of ABADIAN.

In addition, ABADIAN reserves the right to suspend other services until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established

All Charges are exclusive of VAT and any other applicable purchase tax, import, and all other duties. Any failure by the Client to pay any fees due under these Terms and Conditions on the date specified shall be deemed to be a "material breach" of these Terms and Conditions.

DOMAIN NAMES

ABADIAN will register all UK domain names through the registrar Nominet to view their terms and conditions please go to <http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/>. All international domain names are registered on your behalf and unless you specifically request us not to act as your agent and Administration Contact it is ABADIAN's detail that appear in the registrar's records in order to protect your domain and personal details.

If you wish to make any enquiry regarding a registration or usage of a domain name you will need to contact our Customer Support team on **0845 123 5737** or email us at support@abadian.co.uk

CANCELLATION AND REFUNDS

ABADIAN reserves the right to cancel the service at any time. There is no refund on internet services accounts and domain registrations, and these must be paid for in full until their expiry date for the registered domain.

Should you wish to cancel your internet account with ABADIAN you must write to us 7 days before your next billing date. Or contact our cancellations team by telephone. On requesting a cancellation we will reply with confirmation that your cancellation request has been actioned.

WEB DESIGN & DEVELOPMENT

1. The Service:

ABADIAN will design and construct web page(s) for you (the "Client") according to the Client's specifications as set forth in a client order to be completed and submitted to ABADIAN by Client (the "Client Order") and/or concluded in the System Study Meeting and subject to these Terms and Conditions (this "Agreement"). Upon fulfilment of the Client Order, ABADIAN will deliver the work via FTP download or global access and provide the Client with access code. The Client may take the option to upload Final page (s) when finished to a host of his choice or provide ABADIAN with the host's access code. The Client may add or subtract items or pages at any time during the construction process until the

product is delivered and subject to additional charges as applicable. The final payment will reflect those changes. Client's final payment and settlement of his or her account is confirmation indicating agreement to and acceptance of these Web Design Terms and Conditions.

2. Right to Refuse Orders.

ABADIAN will not design or construct web page(s) containing "adult content," promoting violence of any kind, including an intolerance for race, lifestyle, or faith, or that constitutes harassment, defamation, libel, slander, or promotes the commission of a crime or any unlawful conduct. ABADIAN shall have the right to refuse any Client Order or do business with any person or entity without liability and without explanation.

3. Link

Client may take the option to upload Final page (s) or Web site to a host of his/her choice or provide ABADIAN with the access code for the link or use ABADIAN's internet hosting services binding the customer to those additional Terms and Conditions of service.

4. Delivery, Review and Additional Work.

ABADIAN will install and publicly post the Client's pages by the date agreed upon by both Client and ABADIAN, unless a delay is specifically requested by the Client. Unless otherwise specified by Client, the method of delivery for completed works, under this Agreement, shall be made through its upload to the hosting web server. ABADIAN will provide the Client with an opportunity to review the appearance and content of Web site materials in a Beta Version prior to finalization of the pages (the "Beta Pages"). The Beta Pages will be deemed to be accepted and approved unless the Client otherwise notifies ABADIAN at support@abadian.co.uk within (5) business days of the date the Beta Pages are made available to the Client. Upon notice of requested changes, ABADIAN will make changes to the Beta Pages to the extent such requested changes are within the scope of the Client Order. Following any changes to the Beta Pages as requested by Client, ABADIAN will provide Client the completed pages (the "Final Pages"). ABADIAN will not be obligated to make any changes to the Final Pages unless the Client demonstrates the Final Pages do not comply with the Client Order. When requested by Client, the parties shall in good faith negotiate Additional Client Orders, each of which upon completion shall be deemed a part of this Agreement.

5. Payment.

Charges for services to be provided by ABADIAN are defined in the Client Order, which Client shall receive, execute and return to ABADIAN. ABADIAN reserves the right, subject to (14) days advance email notice to the Client, to change the rates charged for any ongoing maintenance services provided to Client. Payment for services is due by credit card, cheque or bank transfer, and all payments are subject to these Terms and Conditions and the Terms and Conditions posted on ABADIAN site at www.abadian.co.uk pertaining to payment for use of ABADIAN services. ABADIAN must receive payment prior to final release of the Client Order.

6. Changes in Pricing.

ABADIAN reserves the right to change prices without notice. However, price changes, other than those relating to on-going maintenance service, shall not be changed with respect to previously executed Client Orders.

7. Termination.

(a) During the construction process and not after the Final Pages are released (with the exception of the Client's failure to make payment), the Client Order will terminate automatically upon either party providing written notice to the other indicating that the notifying party wishes to terminate the Client Order.

(b) If ABADIAN initiates termination, with the exception of the Client's failure to make any payments owed thereunder, ABADIAN agrees to reimburse the Client in full either by check within thirty (30) days of termination, or by cancelling any the credit card transaction(s), and ABADIAN shall have no further obligations to Client nor any obligation to provide Client work that had been commenced or completed prior to termination.

(c) Termination of the Client Order by Client must be sent by email to support@abadian.co.uk. If Client terminates the Client Order within forty eight (48) hours after placing the order, ABADIAN shall refund twenty five (25%) percent of the total down-payment received. If Client terminates the Client Order at any time following commencement of work thereunder but prior to release of the Final Pages, ABADIAN has a right to charge Client for design work performed prior to the date of first notice of cancellation based (at ABADIAN discretion) upon either the hours worked up to the date of termination or for all accepted milestones and a prorated amount for partially completed deliverables. Client may not terminate this Agreement after release of the Final Pages.

8. Non-Payment or Late Payment.

ABADIAN will not commence work with respect to any Client Order or, if work has commenced, will not continue any work on the Client Order, if it is unable to charge the Client's credit card or to receive payment from the Client within (3) business days after ABADIAN notifies Client by email concerning non-payment. If the Client Order has been completed, ABADIAN will not release the Final Pages or if the Final Pages have already been released, will remove the Client's page(s) off of the server until payment is received. ABADIAN will reinstate all pages after payment in full has been received. If ABADIAN found a server for Client, and the Client has not paid ABADIAN before termination and before ABADIAN found the server, Client's server account will also be deleted. If ABADIAN releases the Final Pages but Client fails to make all payments due under the Client Order, ABADIAN also has the right to keep all payments the Client has made at any time and to pursue all collection efforts and legal remedies for unpaid work under the Client Order.

ABADIAN will impose a finance charge of 1.5% per month and a £10.00 per month late fee for each month that Client has not paid any outstanding balances owed under the Client Order. Clients with accounts in default agree to pay ABADIAN reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by ABADIAN.

9. Copyright.

Client retains the copyright to data, files and graphic logos provided by the Client, and grants ABADIAN the rights to publish and use such material in fulfilment of the Client Order. Artwork and graphic logos designed by ABADIAN for use in the Client's Web presentation will remain the property of ABADIAN; and at its discretion and under separate agreement, ABADIAN will grant the Customer rights to use such material in formats other than Web presentations. Client must obtain permission and rights to use any information or files that are copyrighted by a third party and for ABADIAN to include such materials in fulfilment of the Client Order. Client agrees to indemnify and hold harmless ABADIAN from any and all claims resulting from the Client's negligence, intentional failure or inability to obtain proper copyright permissions. Client represents and warrants to ABADIAN that all such permissions have been obtained, and evidence of all necessary permissions may be requested from Client.

10. Standard Media Delivery.

Unless otherwise specified in the Client Order, this Agreement assumes that all text will be provided by the Customer in electronic format (ASCII text files delivered on CD via overnight courier or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg or .tiff format. Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media or outside facility charges. Although a reasonable attempt shall be made by ABADIAN to return to the Client any images or printed material provided for use in creation of the Client's Web site, such return cannot be guaranteed. The Final Pages will be posted to a global access or FTP. ABADIAN will provide the client with the user name and password. The Client may have the option to upload Web site to a host of his/her choice or provide ABADIAN with the access code.

11. Access Issues.

(a) If Client's Web site is to be installed on a third-party server, ABADIAN must be granted the necessary access to the Client's storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

(b) Client agrees that ABADIAN shall have the right to remove from Client's Web Site any web pages ABADIAN has designed which upon or following posting fail to adhere to the terms of these Web Design Terms and Conditions, including violation of any licensing agreements or failure to pay fees duly assessed.

12. Marketing and promotion.

ABADIAN reserve the right to cite any of its clients business and/or feature client branding in its own marketing, advertising and/or general promotion.

This includes but is not limited to: business name, logos, product or service brand names, and any design carried out by ABADIAN including website design, HTML design, graphic design or any other type of design which resides on or is hosted by ABADIAN server network.

13. Intellectual Property Rights

Under no circumstances will any ABADIAN Intellectual Property (IP) relating to the website / files/ documents containing programming scripts, methodologies, techniques, database creation and programming, asp scripts, cgi applications, php scripts, mail setup...etc be transferred to the client without written consent and agreements by ABADIAN.

14. THIRD PARTY

ABADIAN accepts no responsibility and can not be held responsible at any time for any third party system or interface integration with the customers Webpage(s). Any interface to an Internet Financial Transaction Processing system such as PayPal or other similar internet finance processing systems.

Customer will indemnify and hold ABADIAN harmless (including officers, employees, agents, and shareholders) of any and all claims, costs, expenses or liability resulting from any damage to Customer's business, service, equipment, network, operations, or reputation resulting from ABADIAN's actions including interface your Web-page(s) with any third party business such as PayPal or similar internet credit processing and banking system.

Indemnification includes, but is not limited to, any government actions, acts of vandalism or other retaliation, and any claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

FRAUD FIGHTING

For Those Thinking About Committing Fraud:

- 1. Card fraud is a crime and a felony punishable by heavy fines and jail time. Fraudulent behaviour will be prosecuted aggressively and with a passion to the fullest extent of the law.
- 2. The ID and address of your computer and your ISP provider have been determined, and recorded as a safeguard against fraudulent behaviour and may be used by ABADIAN or legal entities to prosecute guilty parties.
- 3. All information must match card account records as provided by the card-issuing bank. Inputting intentionally false information is fraud and will not be tolerated and may subject you to prosecution.
- 4. Card numbers are transmitted directly to the banking network for authorization. ABADIAN considers fraud a direct and serious threat to our business profitability. We do not take any effort to defraud lightly and will prosecute whenever and wherever possible to the fullest extent of the law.

SPECIAL OFFERS AND PROMOTIONS

Any special offers or discounted rates on ABADIAN will be exempt from the 30 day money back guarantee.

Special "new customer" offers are only available to new customers. Existing and/or previous customers are not eligible for these offers.

PCI COMPLIANCE

Security Policy & PCI Compliance

ABADIAN fully supports the PCI DSS compliance program and as a merchant you can be fully PCI compliant by following our recommended guidelines below and those on the PCI Security Standards website (<https://www.pcisecuritystandards.org/>). It is down to you as a merchant to ensure you are PCI compliant.

- 1. Use a payment gateway which is PCI DSS compliant
- 2. Do not store any credit/debit card details
- 3. Do not store the CVV number of any credit card
- 4. Ensure your password is very strong and contains numbers and letters
- 5. Regularly change your passwords once per month
- 6. Do not print out or keep records of credit card numbers

INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold ABADIAN harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against ABADIAN, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless ABADIAN against liabilities arising out of:

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with ABADIAN's server.
- (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party.
- (3) copyright infringement.
- (4) any defective products sold to customer from ABADIAN's server.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or the Client Order to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, or any other cause beyond the reasonable control of such party; provided, that the party whose performance is affected by any such event gives the other party written notice thereof within ten (10) business days of such event or occurrence.

DISCLAIMER

ABADIAN follows the standard practiced by the industry norm and accordingly therefore will not be responsible for any damages your business may suffer, ABADIAN makes no warranties of any kind, expressed or implied for services we provide. ABADIAN disclaims any warrantor merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by ABADIAN and its employees.

ABADIAN reserves the right to revise the above mentioned policies at any time.

ABADIAN Privacy Policy

At ABADIAN we are committed to protecting and respecting the privacy of all our customers and visitors.

The information collected from customers when signing up is used for billing and administration purposes only and will be kept confidential. Contact information collected will be contact details and payment information (credit or debit card). None of which will be passed onto third parties.

When visitors use the website, information such as the ISP's domain, the time accessed and the pages visited will be stored by us. This is to analyse the web traffic and improve content of the site.

Any personal information contained within customer's websites and online shops is their own responsibility. We have taken security measures to ensure that our customers are protected against loss, alteration or misuse.

Customers are responsible for ensuring that only authorised personnel access their accounts. If for any reason you are concerned about this, please contact us on support@abadian.co.uk . Should you have any queries relating to our Privacy Policy, please contact us at support@abadian.co.uk .