

# CLOUD DIGITAL SOLUTIONS CLIENT CONTRACT



This contract (the "Agreement") is entered into by and between the named parties (the "Parties").

This offer will expire at the close of business 14 days from the date this has been sent, if not accepted either by signing this Agreement before the aforementioned date, or paying your deposit invoice.

Cloud Digital Solutions Ltd  
Company number **10959017**

## Key Points

- Your website must be accompanied by one of our hosting plans, this plan must be paid via direct debit through GoCardless/Directli and is on a 12-month contract, after 12 months this will then change automatically to a 30-day rolling contract, unless otherwise agreed in writing.
- You agree to allow Cloud Digital Solutions Ltd to hold your data such as email address, phone number and any relevant information you provide us, for use internally. We will only use your data to contact you directly. We will not sell or pass this information on to any third parties without your written consent.
- Additional work other than quoted that falls outside of your maintenance & hosting plan is billable. We will make you aware of the cost before we carry out the work.
- Calls made and received by Cloud Digital Solutions Ltd may be recorded for GDPR compliance.

## Services

### Cloud Digital Solutions (The "Contractor")

Contractor agrees to perform services as described in Attachment A (the "Services") and Client agrees to pay Contractor as described in Attachment A.

## Signatures

This contract has been sent via Zoho sign. Digital signatures via this service are legally binding.

# Attachment A: Services

## Term

Begins on the date of signing this document.

## Billing period

Contractor bills client via Direct Debit for a minimum of 12 months after the website is live, after this period the direct debit will remain and go to a 30-day rolling contract. As your website must be hosted this will need to remain in effect unless you choose to move to another service. Failure to maintain direct debit payments may result in a loss of service and a late payment charge.

# Attachment B:

## Terms and Conditions

The best work comes out of great relationships. Honesty, respect and gratitude are the keys to a great relationship and therefore we have an interest in treating each other with these values at all times. As much as legal documents are important, what truly binds us is our drive to do great work with great people and to develop a relationship of mutual respect and trust.

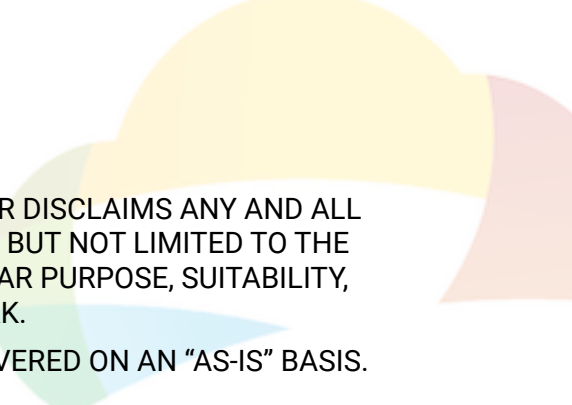
## Acceptances

The undersigned representative of Client has the authority to enter into this Agreement on behalf of Client. Client agrees to cooperate and to provide Contractor with everything needed to complete the Services as, when and in the format requested by Contractor.

Contractor has the experience and ability to do everything Contractor agreed to for Client and will do it all in a professional and timely manner. Contractor will endeavour to meet every deadline that's set and to meet the expectation for Services to the best of its abilities.

## Warranty

Contractor warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Contractor may have to others; (ii) none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor); (iii) Contractor has the full right to provide Client with the assignments and rights provided for herein; (iv) Contractor shall comply with all applicable laws in the course of performing the Services and (v) if Contractor's work requires a license, Contractor has obtained that license and the license is in full force and effect.



EXCEPT AS SET FORTH IN THIS ATTACHMENT B, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK.

EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN "AS-IS" BASIS.

### **Confidentiality & Non-Disclosure**

Each party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other party. "Confidential Information" means all (i) non-public information (at the time of disclosure) disclosed by one party to the other party under this Agreement, provided such information is marked or indicated by the disclosing party to be confidential; (ii) and any information which ought reasonably be considered confidential with regard to the circumstances surrounding disclosure, whether or not such information is marked "Confidential".

In the event a party is required to disclose confidential information pursuant to a judicial or other governmental order, such party shall, to the maximum extent permitted by law or opinion of counsel, provide the other party with prompt notice prior to any disclosure so that the party or its client may seek other legal remedies to maintain the confidentiality of such confidential Information.

Each party receiving confidential information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents and such party agrees to indemnify and hold harmless the other party from and against any liabilities, claims, damages, losses, costs and expenses resulting, directly or indirectly, from any breach by a party, or any of its employees or independent contractors, of any provision of this Agreement. The obligations of this Section shall survive termination of this Agreement for a period of 3 years.

### **Ownership and Licenses**

Client agrees that contractor retains ownership of all deliverables and materials developed pursuant to this Agreement (including, without limitation, all presentations, writings, ideas, concepts, designs, text, plans, and other materials that contractor conceives or develops in connection with contractor's services for client, including all materials incorporated therein whether such materials were conceived or created by contractor individually or jointly, on or off the premises of client, or during or after working time), and contractor grants client the license to use the work product in the following way(s) upon payment of all fees due to contractor pursuant to this Agreement:

A worldwide, irrevocable non-exclusive, royalty free, sub licensable, non-attribution license to use, modify, create derivative works, or otherwise exploit the work product.

### **Non-Solicit**

Contractor agrees that during the period in which it is providing Services and for one year thereafter, Contractor will not encourage or solicit any employee, vendor, client or contractor of Client to leave Client for any reason.



## **Relationship of Parties**

Nothing contained in this Agreement shall be construed to create a partnership, joint or co-venture, agency, or employment relationship between Contractor and Client. Both Parties agree that Contractor is, and at all times during this Agreement shall remain, an independent Ltd company.

## **Term & Termination**

Either Party may terminate this Agreement within 14 days with written notice.

Either Party also may at any time terminate the Agreement immediately if: (i) the other party commits a breach of this Agreement and such party does not cure a breach within 7 days of written notice from the non-breaching party of such breach.

If this Agreement is terminated earlier by client without cause, client agrees to pay Contractor any and all sums which are due and payable for: (i) services provided as of the date of termination; and (ii) expenses already incurred, including those from documented non-cancellable commitments. Contractor agrees to use the best efforts to minimise such costs and expenses.

Termination for any reason shall not affect the rights granted to Client by Contractor hereunder. Upon termination, client shall pay to contractor all undisputed amounts due and payable. If upon termination client has not paid undisputed fees owed for the material, deliverables or services provided by contractor as of the date of termination, client agrees not to use any such material or the product of such service, until client has paid contractor in full. Any provisions or clause in this contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, contractor shall retain a perfected security interest in the deliverable or material until client has made payment in full for all undisputed amounts as of the termination date. Contractor hereby agrees to release and waive its security interest in the deliverable and material upon receipt of full payment for all undisputed amounts.

## **Cancellation Fee**

As mentioned above, if the client wishes to cancel any services, they must pay for any work that has already been completed. If the website is complete, they agree to pay the outstanding hosting balance.

## **Payment Terms**

Payments for each invoice delivered by contractor to client are due within 5 working days of receipt. In case of overdue payments, contractor reserves the right to stop work until payment is received, or to suspend any services provided without notice.



## **Late Payment**

Contractor's acceptance of such service charges does not waive its rights to any remedies for client's breach of this Agreement. All payment obligations are non-cancellable and fees paid are non-refundable.

If the client does not pay an invoice by the date due, there may be a late payment charge of £10.

## **Deposit**

A deposit of 50% of the website cost is due upon the acceptance of this Agreement before work will begin.

## **Expense Reimbursement**

Client shall reimburse all expenses that are reasonable and that have been authorised in writing by Client in advance; payable within 5 working days of itemised invoice.

## **Feedback**

Client will provide feedback up to 5 times and contractor will revise work up to 5 times. Additional edits are billable or at our discretion.

## **Changes**

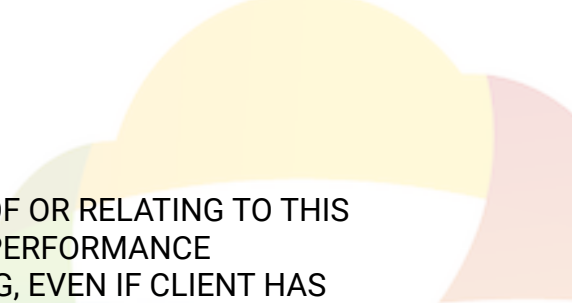
Any material changes to the services, including work to be performed and related fees must be approved by the prior written consent of both parties.

## **Indemnification and Limitation of Liability**

Contractor agrees to indemnify, defend and hold harmless client from any and all claims, actions, damages, and liabilities (excluding, without limitation, legal fees, costs and expenses) arising (i) through contractor's gross negligence ; (ii) out of any claim that the materials or deliverables, or any portion thereof, in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of contractor's representations, warranties or agreements herein.

Client agrees to indemnify, defend and hold harmless Contractor from any and all claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising in any manner caused by Client's (i) gross negligence; (ii) out of any claim that Client provided content, or any portion thereof in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of Client's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, CONTRACTOR SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST



PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS ATTACHMENT B OR THIS AGREEMENT, CONTRACTOR'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, CONTRACTOR'S AGGREGATE LIABILITY UNDER THIS ATTACHMENT B AND THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AGGREGATE COMPENSATION PAID BY CLIENT TO THE CONTRACTOR UNDER THIS AGREEMENT.

### **Right to Authorship Credit**

Both Parties agree that when asked, client must properly identify contractor as the creator of the deliverables. Client does not have a proactive duty to display Contractor's name together with the deliverables, but client may not seek to mislead others that the deliverables were created by anyone other than Contractor.

Client hereby agrees contractor may use the work product as part of contractors portfolio and websites, galleries and other media solely for the purpose of showcasing contractors work but not for any other purpose.

Contractor will not publish any confidential or non-public work without client's prior written consent.

### **Governing Law and Dispute Resolution**

This Agreement and any dispute arising hereunder shall be governed by the laws of the jurisdiction of Contractor's primary business location (the "Contractor's Jurisdiction"), without regard to the conflicts of law provisions thereof. For all purposes of this Agreement, the Parties consent to exclusive jurisdiction and venue in the courts located in the Contractor's jurisdiction.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

### **Force Majeure**

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

### **Notices**

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via Royal Mail or a nationally recognised courier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-

mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or “bounce back” has been received within twenty-four (24) hours of submission.

### **Miscellaneous**

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement. The parties agree that this Agreement may be signed by manual or digital signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

## **Email Terms & Conditions**

If Cloud Digital Solutions Ltd host your business email address then you must agree to adhere to the below terms and conditions:

1.0. The email address will be used for business purposes only. You must not use this email address to send unauthorised spam or junk mail. This includes mail to email addresses that you do not hold legally and in compliance with GDPR regulations.

2.0. You are aware that Cloud Digital Solutions Ltd has access to your emails, we will not use this privilege to read or view your emails. The only time that we may see your emails is when we assist in setting up your account, changing your password for you and troubleshooting issues.

3.0. Cloud Digital Solutions Ltd reserves the right to freeze or delete your email account should you fail to keep up with payments for the account and / or your hosting costs. We will notify you of this before taking the account down and will attempt to contact you beforehand.

4.0. If we are moving the email account from another host then you must either provide the requested information, archive your emails or backup your account. We will do our best to port the emails into your new account, however, if you can not provide the information needed to do this or your current host is unable/unwilling to issue the information then we are unable to take responsibility for the emails in the account before the date we take over.

Failure to comply with the above may result in Cloud Digital Solutions Ltd freezing, closing and/or deleting your email account.

Cloud Digital Solutions Ltd highly suggests that you implement a strong and difficult password to keep your account safe from others being able to access it. We take no responsibility for people accessing your email through hacking or user error. We suggest that you implement secure habits within your business to keep your email account safe and secure.

### **Entire Contract**

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This Agreement, along with this Attachment B, and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written. You also agree for this document to be modified without notice.

A handwritten signature in black ink, appearing to read 'Henry Jones', is displayed within a light gray rectangular box.

**Henry Jones**

Director

Cloud Digital Solutions Ltd