

# terms of service

25 NOVEMBER 2008

## ACCEPTANCE

ANY INSTRUCTIONS RECEIVED BY CHRISTOPHERBOLT.COM FROM THE CLIENT FOR THE SUPPLY OF GOODS AND SERVICES SHALL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN.

## GENERAL TERMS

THESE TERMS APPLY TO ALL PRODUCTS AND SERVICES SUPPLIED BY CHRISTOPHERBOLT.COM, ALL OTHER TERMS SUPPLEMENT THESE TERMS WHERE APPLICABLE.

## ACCEPTABLE Use

YOU AGREE NOT TO USE ANY PRODUCTS OR SERVICES SUPPLIED BY CHRISTOPHERBOLT.COM TO CONDUCT ANY BUSINESS OR ACTIVITY, OR SOLICIT THE PERFORMANCE OF ANY ACTIVITY, WHICH IS PROHIBITED BY OR WOULD VIOLATE ANY APPLICABLE LAW OR LEGAL OBLIGATION, OR FOR PURPOSES THAT MAY CREATE CIVIL OR CRIMINAL LIABILITY, INCLUDING BUT NOT LIMITED TO: (A) USES WHICH ARE DEFAMATORY, DECEPTIVE, OBSCENE, PORNOGRAPHIC OR OTHERWISE INAPPROPRIATE; (B) USES THAT VIOLATE OR INFRINGE UPON THE RIGHTS OF ANY OTHER PERSON, SUCH AS UNAUTHORIZED DISTRIBUTION OF COPYRIGHTED MATERIAL OR PERSONAL INFORMATION; (C) "SPAMMING," SENDING UNSOLICITED BULK E-MAIL MESSAGES, SENDING UNSOLICITED ADVERTISING OR SIMILAR CONDUCT; (D) THREATS TO OR HARASSMENT OF ANOTHER; AND (E) KNOWINGLY SENDING ANY VIRUS, WORM, CANCELBOT, OR OTHER HARMFUL COMPONENT.

YOU AGREE TO AVOID USING ANY PRODUCTS OR SERVICES SUPPLIED BY CHRISTOPHERBOLT.COM KNOWINGLY (i) IN A MANNER WHICH SIGNIFICANTLY AND ADVERSELY AFFECTS THE PERFORMANCE OR AVAILABILITY OF ANY CHRISTOPHERBOLT.COM SERVICES, OR (ii) IN A MANNER THAT INTERFERES IN ANY WAY WITH CHRISTOPHERBOLT.COM'S COMPUTERS OR NETWORK SECURITY, OR (iii) TO ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO ANOTHER COMPUTER SYSTEM. YOU AGREE TO IMMEDIATELY NOTIFY CHRISTOPHERBOLT.COM OF ANY SECURITY BREACH OR UNAUTHORIZED USE.

## PRIVACY AND CONFIDENTIALITY

ALL CORRESPONDENCE AND DOCUMENTS PROVIDED WILL BE TREATED AS CONFIDENTIAL BETWEEN THE CLIENT AND CHRISTOPHERBOLT.COM, UNLESS CONSENT HAS BEEN GRANTED BY ALL PARTIES INVOLVED.

CHRISTOPHERBOLT.COM WILL TREAT ALL DATA YOU COLLECT OR STORE THROUGH THEIR SERVICES AS CONFIDENTIAL AND WILL NOT DISCLOSE THIS INFORMATION TO ANY THIRD PARTY, UNLESS

CONSENT HAS BEEN GRANTED BY ALL PARTIES INVOLVED.

CHRISTOPHERBOLT.COM RESERVES THE RIGHT TO MONITOR THE DATA YOU STORE THROUGH THEIR SERVICES FOR COMPLIANCE WITH THIS AGREEMENT.

THOUGH CHRISTOPHERBOLT.COM MAKES EVERY EFFORT TO PRESERVE USER PRIVACY, THEY MAY NEED TO DISCLOSE PERSONAL INFORMATION AND/OR DATA WHEN REQUIRED BY LAW WHEREIN THEY HAVE A GOOD-FAITH BELIEF THAT SUCH ACTION IS NECESSARY TO COMPLY WITH A CURRENT JUDICIAL PROCEEDING, A COURT ORDER OR LEGAL PROCESS.

#### **BACKUPS AND DATA LOSS**

YOU USE CHRISTOPHERBOLT.COM'S SERVICES AT YOUR SOLE RISK. ALTHOUGH CHRISTOPHERBOLT.COM KEEPS DAILY BACKUPS OF ALL DATA CHRISTOPHERBOLT.COM IS NOT RESPONSIBLE FOR FILES AND DATA RESIDING ON YOUR ACCOUNT. YOU AGREE TO TAKE FULL RESPONSIBILITY FOR FILES AND DATA TRANSFERRED AND TO MAINTAIN ALL APPROPRIATE BACKUP OF FILES AND DATA STORED ON CHRISTOPHERBOLT.COM'S SERVERS.

#### **PAYMENT**

UNLESS OTHERWISE AGREED ALL INVOICES SHALL BE PAID WITHIN 30 DAYS.

ALL COSTS INCURRED BY CHRISTOPHERBOLT.COM IN THE ENFORCEMENT OF ANY RIGHTS CONTAINED IN THIS AGREEMENT, INCLUDING SOLICITOR'S FEES AND DEBT COLLECTION COSTS, SHALL BE PAID BY THE CLIENT.

#### **TERMINATION**

CHRISTOPHERBOLT.COM MAY CANCEL ANY ACCOUNT THAT IS FOUND TO HAVE BREACHED THIS AGREEMENT.

YOU MAY TERMINATE YOUR ACCOUNT AT ANY TIME BY CONTACTING CHRISTOPHERBOLT.COM.

ANY OUTSTANDING INVOICES MUST BE PAID WITHIN 30 DAYS OF TERMINATION.

#### **INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, SAVE AND HOLD CHRISTOPHERBOLT.COM HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST CHRISTOPHERBOLT.COM, THAT MAY ARISE OR RESULT FROM YOUR USE OF THE PRODUCTS OR SERVICES SUPPLIED BY CHRISTOPHERBOLT.COM.

#### **DISCLAIMER**

CHRISTOPHERBOLT.COM WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. CHRISTOPHERBOLT.COM MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES PROVIDED. ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NO DELIVER-

IES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS.

#### CHANGES TO THIS AGREEMENT

CHRISTOPHERBOLT.COM RESERVES THE RIGHT TO REVISE IT'S POLICIES AT ANY TIME AND WILL NOTIFY CUSTOMERS OF CHANGES THAT MAY AFFECT THEM.

#### EMAIL MARKETING TERMS

BOLTMAIL IS A WEB-BASED EMAIL MARKETING SOLUTION PROVIDED BY CHRISTOPHERBOLT.COM.

#### UNSOLICITED ELECTRONIC MESSAGES ACT 2007

YOU AGREE TO USE BOLTMAIL IN COMPLIANCE WITH THE UNSOLICITED ELECTRONIC MESSAGES ACT 2007. IF YOU INTEND TO USE BOLTMAIL FOR COMMERCIAL PURPOSES THEN YOU AGREE THAT: (A) YOU HAVE THE CONSENT OF THE OWNER OF ANY EMAIL ADDRESS YOU ADD TO BOLTMAIL; (B) YOU WILL INCLUDE ACCURATE CONTACT INFORMATION FOR YOURSELF OR YOUR COMPANY IN ALL EMAIL CAMPAIGNS AND AUTO RESPONDERS YOU SEND, INCLUDING A TELEPHONE NUMBER AND/OR CONTACT ADDRESS; (C) YOU WILL USE A REAL, ACTIVE EMAIL ADDRESS IN THE REPLY-TO FIELD SO THAT YOU CAN BE CONTACTED BY REPLYING TO YOUR EMAILS; AND (D) YOU WILL INCLUDE A FUNCTIONAL UNSUBSCRIBE LINK IN ALL EMAIL CAMPAIGNS AND AUTO RESPONDERS YOU SEND.

#### PRIVACY AND CONFIDENTIALITY

YOU AGREE TO TREAT ALL EMAIL ADDRESSES AND OTHER PERSONAL INFORMATION YOU COLLECT THROUGH BOLTMAIL WITH STRICT CONFIDENTIALITY, UNLESS CONSENT HAS BEEN GRANTED BY ALL PARTIES INVOLVED. USING BOLTMAIL TO HARVEST EMAIL ADDRESSES OR OTHER PERSONAL INFORMATION TO SELL OR DISTRIBUTE TO A THIRD PARTY WITHOUT CONSENT IS FORBIDDEN.

CHRISTOPHERBOLT.COM WILL NEVER SEND PROMOTIONAL MATERIAL TO YOUR SUBSCRIBERS OR CONTACT THEM IN ANY WAY.

CHRISTOPHERBOLT.COM WILL TREAT ALL DATA YOU STORE OR COLLECT THROUGH BOLT MAIL AS CONFIDENTIAL, PLEASE REFER TO THE GENERAL TERMS.

#### WEB & EMAIL HOSTING TERMS

##### ACCEPTABLE USE

USE OF YOUR WEB OR EMAIL HOSTING ACCOUNT FOR THE SENDING OF BULK EMAIL OF ANY KIND IS STRICTLY FORBIDDEN. SENDING OF BULK EMAIL MAY CAUSE SIGNIFICANT DELAYS FOR OTHER USERS AND MAY RESULT IN OTHER NETWORKS BLOCKING YOUR EMAIL OR PLACING RESTRICTIONS ON MAIL SENT FROM THE CHRISTOPHERBOLT.COM NETWORK.

IF YOU NEED TO SEND LEGITIMATE SUBSCRIBED MARKETING OR NEWSLETTERS PLEASE INQUIRE ABOUT OUR BOLTMAIL EMAIL MARKETING SYSTEM.

## WEB DESIGN & DEVELOPMENT TERMS

### **BROWSER COMPATIBILITY AND WEB STANDARDS**

WHERE POSSIBLE AND UNLESS STATED OTHERWISE ALL WORK WILL BE CODED TO MEET WEB STANDARDS AS DEFINED BY THE W3 AT [HTTP://WWW.W3.ORG](http://www.w3.org), THIS WILL INCREASE THE LIKELIHOOD OF THE PROJECT FUNCTIONING AND DISPLAYING PROPERLY IN FUTURE WEB BROWSERS. HOWEVER CHRISTOPHERBOLT.COM CANNOT BE HELD LIABLE IF THE PROJECT CEASES TO FUNCTION OR DISPLAY CORRECTLY IN A FUTURE BROWSER. ANY REMEDIAL WORK REQUIRED AS A RESULT OF THIS SITUATION WILL BE CHARGED AT CHRISTOPHERBOLT.COM'S STANDARD HOURLY RATE.

WHERE POSSIBLE THE PROJECT WILL BE MADE TO FUNCTION CORRECTLY IN THE FOLLOWING CURRENT BROWSERS:

- INTERNET EXPLORER 6 - 7
- FIREFOX 2 - 3
- SAFARI 3

### **DATABASE AND SERVER-SIDE SCRIPTING COMPATIBILITY**

IF THE PROJECT INCLUDES A DATABASE AND OR SERVER-SIDE SCRIPTING SUCH AS ASP OR PHP THEN THESE COMPONENTS WILL BE DESIGNED TO WORK WITH THE DATABASE AND SERVER-SIDE SCRIPTING TECHNOLOGY INSTALLED ON THE WEB HOST'S SERVER. IF THE CLIENT MOVES THE PROJECT TO ANOTHER SERVER OR IF THE CURRENT HOSTING PROVIDER UPGRADES OR ALTERS THEIR DATABASE OR SERVER-SIDE SCRIPTING SERVICES THEN CHRISTOPHERBOLT.COM CANNOT GUARANTEE THAT THE PROJECT WILL CONTINUE TO FUNCTION. ANY REMEDIAL WORK REQUIRED AS A RESULT OF SUCH ACTION WILL BE CHARGED AT CHRISTOPHERBOLT.COM'S STANDARD HOURLY RATE.

### **MAKING MODIFICATIONS TO THE COMPLETED PROJECT AFTER IT HAS BEEN DELIVERED**

IT IS PERMITTED FOR THE CLIENT OR A THIRD PARTY TO MAKE MODIFICATIONS TO THE COMPLETED PROJECT'S CONTENT AND OR SOURCE CODE PROVIDING THAT THOSE CHANGES DO NOT BREACH COPYRIGHT LAWS OR LICENSES ASSOCIATED WITH THE CODE. ANY REPAIRS REQUIRED AS A RESULT OF SUCH MODIFICATIONS WILL BE CHARGED AT CHRISTOPHERBOLT.COM'S STANDARD HOURLY RATE.

IF THE CLIENT REQUIRES CHRISTOPHERBOLT.COM TO MAKE MODIFICATIONS OR PERFORM MAINTENANCE WORK ON THE COMPLETED PROJECT THESE MODIFICATIONS WILL BE CHARGED AT CHRISTOPHERBOLT.COM'S STANDARD HOURLY RATE.

### **OWNERSHIP OF ORIGINAL ARTWORK AND SOURCE CODE**

UNTIL FULL PAYMENT HAS BEEN MADE, CHRISTOPHERBOLT.COM RETAINS FULL OWNERSHIP OF ALL ORIGINAL ARTWORK AND ORIGINAL SOURCE CODE PRODUCED FOR THE PROJECT, WHETHER PRELIMINARY OR FINAL. UPON FULL PAYMENT, THE CLIENT SHALL OBTAIN OWNERSHIP OF THE

FINAL ORIGINAL ARTWORK AND FINAL ORIGINAL SOURCE CODE TO USE AND DISTRIBUTE AS THEY SEE FIT.

THE PROJECT MAY CONTAIN PORTIONS OF COPYRIGHT CODE OR GRAPHICS USED UNDER LICENSE, AND/OR RE-USABLE CODE ELEMENTS TO WHICH CHRISTOPHERBOLT.COM HAS COPYRIGHT OWNERSHIP. OWNERSHIP OF SUCH ELEMENTS CANNOT BE PASSED TO THE CLIENT. IF THE CLIENT INTENDS TO DISTRIBUTE COPIES OF THE PROJECT ELEMENTS AND/OR THE ENTIRE PROJECT TO THIRD PARTIES IT IS THEIR RESPONSIBILITY TO ENSURE THAT IN DOING SO THEY ARE NOT BREACHING ANY LICENSE AGREEMENTS OR COPYRIGHT LAWS. IT IS THE CLIENTS RESPONSIBILITY TO INFORM CHRISTOPHERBOLT.COM OF THEIR INTENDED USE FOR THE PROJECT PRIOR TO THE START SO THAT CHRISTOPHERBOLT.COM CAN ENSURE THAT ANY LICENSED ELEMENTS USED WILL COMPLY WITH THE CLIENTS INTENTIONS.

CHRISTOPHERBOLT.COM RETAINS THE RIGHT TO USE THE COMPLETED PROJECT AND ANY PRELIMINARY WORK FOR THE PURPOSE OF DESIGN OR PROGRAMMING COMPETITIONS, FUTURE PUBLICATIONS ON DESIGN OR PROGRAMMING, EDUCATIONAL PURPOSES, MARKETING MATERIALS, AND PORTFOLIO. WHERE APPLICABLE THE CLIENT WILL BE GIVEN ANY NECESSARY CREDIT FOR USAGE OF THE PROJECT ELEMENTS.

#### **THIRD PARTY SHIPPING**

IN THE EVENT ANY MATERIAL NECESSARY FOR THE PRODUCTION OF THE PROJECT MUST BE SHIPPED TO A THIRD PARTY FOR ADDITIONAL PROCESSING, PHOTOGRAPHIC WORK, DESIGN OR CODING, CHRISTOPHERBOLT.COM WILL INCUR NO LIABILITY FOR LOSSES INCURRED IN TRANSIT, OR DUE TO THE DELAY OF THE SHIPPER OF THE THIRD PARTY.

#### **COST ESTIMATES**

ALL PROJECTS ARE CHARGED AT AN HOURLY RATE. CHRISTOPHERBOLT.COM WILL ENDEAVOUR TO KEEP THE PROJECT FROM GOING OVER THE HOURS ESTIMATED. IF A PROJECT DOES RUN OVER THE ESTIMATED TIME CHRISTOPHERBOLT.COM RESERVES THE RIGHT TO CHARGE FOR THE EXTRA HOURS WORKED. IF THIS SITUATION ARISES CHRISTOPHERBOLT.COM WILL INFORM THE CLIENT AND SEEK THEIR CONSENT BEFORE CONTINUING WITH THE PROJECT. CONVERSELY IF A PROJECT IS COMPLETED AHEAD OF SCHEDULE CHRISTOPHERBOLT.COM WILL ONLY CHARGE FOR THE HOURS WORKED.

#### **PRODUCTION SCHEDULE AND DELIVERY OF PROJECT**

ANY ALTERATION OR DEVIATION FROM THE PROJECT SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON APPROVAL WITH THE CLIENT.

CHRISTOPHERBOLT.COM SHALL NOT INCUR ANY LIABILITY OR PENALTY FOR DELAYS IN THE COMPLETION OF THE PROJECT DUE TO ACTIONS OR NEGLIGENCE OF CLIENT, UNUSUAL TRANSPORTATION DELAYS, UNFORESEEN ILLNESS, OR EXTERNAL FORCES BEYOND CHRISTOPHERBOLT.COM'S CONTROL. IF SUCH EVENT(S) OCCUR, IT SHALL ENTITLE CHRISTOPHERBOLT.COM TO EXTEND THE COMPLETION/DELIVERY DATE, BY THE TIME EQUIVALENT TO THE PERIOD OF SUCH DELAY.

#### RUSH FEES

IF THE CLIENT REQUIRES PROJECT, MAINTENANCE OR REPAIR WORK TO BE DONE DURING WEEK-ENDS OR PUBLIC HOLIDAYS THEN THE WORK WILL BE CHARGED AT TWICE CHRISTOPHERBOLT.COM'S STANDARD HOURLY RATE.

#### CANCELLATION

IN THE EVENT THAT A PROJECT IS CANCELLED, OWNERSHIP OF ALL COPYRIGHTS AND THE ORIGINAL ARTWORK AND SOURCE CODE SHALL BE RETURNED AND RETAINED BY CHRISTOPHERBOLT.COM, AND A FEE, CHARGED AT CHRISTOPHERBOLT.COM'S STANDARD HOURLY RATE FOR ALL WORK COMPLETED SHALL BE PAID BY THE CLIENT.

#### CONTACT

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