

DataDolphin Website Services™

TERMS OF SERVICE

These Terms of Service (the 'Agreement') are an agreement between DataDolphin Website Services ('DataDolphin', 'DWS', 'us' or 'our') and you ('user' or 'you' or 'your'). This Agreement sets forth the terms of service of your use of the services made available by DataDolphin and of the <https://datadolphin.co.uk/> (collectively, the 'Services'). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of service, you are not authorized to use or access the Services.

1. Account Eligibility

By registering for or using the Services, you represent and warrant that:

You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.

If you use the Services on behalf of another party, you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.

It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. DataDolphin is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain.

Providing false contact information of any kind may result in the termination of your account.

You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

2. Data

DataDolphin agrees to use best efforts and commercially reasonable best practices when deploying services related to data integrity, backup, security, and retention. You assume ultimate responsibility for data integrity, retention, security, backup, and

ownership. In the event that DataDolphin handles customer data, DataDolphin will act in accordance with GDPR guidelines to ensure data is securely handled.

3. Services

DataDolphin provides its clients with various services including, but not limited to:

- Task Management
- Domain Name
- Web Hosting
- Google Indexing
- Basic SEO
- Email & FTP Accounts
- Data Backup & Cyber Security
- Business Citations & Listings
- Web design & coding

4. Intellectual Property

DataDolphin is the copyright owner of all works created or developed by DataDolphin for you unless otherwise agreed to in writing. When payment for the services is made in full, you will be licensed to use the services for your intended use within the context of your business and the services itself. However, you are restricted from selling the services or promoting the services as your own unless otherwise agreed in writing with DataDolphin.

DataDolphin claims no intellectual property rights to works created by any third party designers or developers that may be used from time to time, such rights remain with the relevant third party.

5. Deliverables

For each project or job, DataDolphin follows a production process that is divided into stages. For each stage, specific deliverables are produced for you which will be specified in a project brief or a job quote where applicable. A task, job or project will be considered complete where either you approve the task, job or project as being completed or where DataDolphin determines that the task, job or project is complete according to the project scope or the task / job definition and parameters as set out.

6. Project Scope

A project scope defines and sets out what work or service or item or feature is to be included and/or completed for the project in question. The descriptions and definitions and parameters in a project scope are intended to be clear to DataDolphin and you as well as to any third party to judge and finalize the interpretation of any part of a project scope and the relevant task, job or project.

7. Billing and Payment Information

Prepayment. It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the services in advance of the time period during which such services are provided ("subscription"). Subject to applicable laws, rules and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account. All payments for the services offered by DataDolphin will be made via GoCardless which includes the instant and recurring Direct Debit payments.

Auto renewal. Unless otherwise provided, you agree that until and unless you notify DataDolphin of your desire to cancel the services, you will be billed on an automatically recurring basis to prevent any disruption to your services, using your credit card or other billing information on file with DataDolphin.

Taxes. Listed fees for the services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to the DataDolphin's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

No Refunds. DataDolphin does not provide refunds. You acknowledge and agree that you will not be entitled to a refund for any unused services.

Cancellation Process. You may terminate or cancel the services at any time by giving DataDolphin a written notice. In such event you shall be obligated to pay all fees and charged accrued prior to the effectiveness of such cancellation.

8. Agreement non-exclusivity

You acknowledge that DataDolphin is providing services to you on a non-exclusive basis and that DataDolphin may provide services of the same or a similar nature to any other party (provided that in doing so it does not breach privacy).

DataDolphin shall be free to reproduce, use, disclose display exhibit, transmit, perform, create derivative works, and distribute any items unless specifically agreed otherwise. Further, DataDolphin shall be free to use any ideas concepts know-how or techniques

acquired in construction of sites for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and other items incorporating such information unless specifically agreed otherwise.

DataDolphin retains the right to use the completed project for the purpose of marketing materials and portfolio. Where applicable you will be given any necessary credit for usage of the project elements.

9. Loss

In no event will DataDolphin be liable to any party including you for any indirect, punitive, special, incidental or consequential damage or loss, financial or otherwise, in connection with or arising out of these Terms (including for loss of profits, use, data, or economic advantage), regardless of how it arises. You will indemnify DataDolphin from and against any claim by any party claiming any such damage against DataDolphin.

DataDolphin will not be liable for any costs incurred or compensation for loss of earnings due to the unavailability of the site, servers, software or any material provided by DataDolphin or its agents / third party partners.

10. Governing law

These terms of service entered into by DataDolphin or service provided by DataDolphin that arises in a dispute or legal matter shall be governed by and interpreted in accordance with the law for the time being enforced in the United Kingdom and each party submits to the jurisdiction of the United Kingdom.

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