

# Planet

# IT Group

Professional IT Solutions



## Terms of Service

Last updated: 10<sup>th</sup> January 2015

## Notices

Please note we use external services to carry out our services, where we have a licence to use them. Please refer to their Terms of Service/Privacy Policy for more information:

- PayPal (Payment Gateway)
- Twitter Bootstrap (CSS, Licenced)
- Twitter Plugins (CSS/HTML, Licenced)
- Facebook Plugins (--, Licenced)
- jQuery (JavaScript Client-side coding, Licenced)
- PHP (Hypertext pre-processor server-side coding, Licensed)
- FontAwesome (CSS icons, Licensed)
- One.com (Current Service Provider)
- Nominet (UK Domain Handlers)
- Many other Open Source Software which is ruled under general licenses. The two main general licences are the GNU Public Licence (GPL) and Apache 2.0 Licence.

We reserve the right to update these Terms and Conditions at any time. At the time of this writing, SERVICE PROVIDER means One.com

## Terminology

1. **“Project”** defines any work undertaken or any service provided by Planet IT Group for the client (You) on their request and as described.
2. **“You”** or **“Client”** refers to you, either as a sole person, persons, business or organisation using any of the services provided by Planet IT Group.
3. **“We”** or **“Us”** refers to Planet IT Group.
4. **“Domain Name”** is the FQDN (Fully Qualified Domain Name)
5. **“Domain”** is the website address (Domain Name) as specified by the client, yearly charged by SERVICE PROVIDER.
6. **“Open Source Software”** are software which are freely available to anyone under the GNU General Public License (GPL), Apache License or whatever licence the software creator defines.
7. **“Hosting”** is a yearly cost charged by SERVICE PROVIDER and not Planet IT Group to maintain server software and to keep the website online.
8. **“Content”** is either user-submitted images, text or any other content or content produced by us.

To clarify, **MB** means Megabytes and **GB** means Gigabytes, both are a measure of storage space.

## General

You, the client, located at () are hiring us located at () to design and develop an Internet Web Site/Internet Web Application for the estimated total price of (), as outlined in the proposal.

## Legalities, Copyright and Intellectual Property

1. We are not liable if the client uploads Third-Party copyrighted material without written permission from the original source to use the material.
2. We cannot be held responsible for adversely affecting Client’s business operations, sales or profitability that might be claimed as a result of a service offered by us.
3. The terms and conditions of your website are governed by the laws of England and Wales. Jurisdiction for content claims shall reside exclusively within the courts of the United Kingdom.
4. We allow the client to use content created by us solely for website/social media marketing purposes.

## Payment for our services

1. SERVICE PROVIDER will charge us a setup fee for any domains purchased through them and us. SERVICE PROVIDER offers 1 year free **Domain** and **Hosting**. This charge will not be profitable by us. For add-on domains, this service charge is omitted, however the hosting charge is full price.
2. We charge for the design and development of websites. In addition, we also charge for any server-side programming required. You may request teaser screenshots of the services we

can provide at no extra cost. We charge a 50% deposit of the final price which will be discussed with you, the Client, before these Terms of Service are agreed by both parties. Upon completion of the first design, you, the Client, and we, Planet IT Group, will consistently collaborate on the content and design of the website/service.

3. We own all copyright design and code of the website until final payment has been received.
4. We expect all payment to be paid within 30 days. If you fail to pay in due time, a £10 administration charge will incur for every month the invoice is overdue.

## Communication and support

1. Our preferred and primary source of communication with clients of any regard is **Email**, which can be sent to [support@planetitgroup.com](mailto:support@planetitgroup.com). You can also contact us via Telephone or Post. Our address and telephone number are on our website: <https://www.planetitgroup.com/>
2. **It is your responsibility to inform us of any changes in contact details.** This is so we always have valid contact details. We are not liable for problems of communications/support if we are not supplied with valid contact details.
3. It is also preferred if the client makes continuous contact with us throughout the duration of the creation of your website/project. Please notify us if you wish not to be contacted as after a month without contact, we may archive your project and we reserve the right to charge a £25 to continue with the project if Client does not contact Us beforehand.

## Website design and development

1. Similar to above, we will constantly collaborate with Client until you are happy with the service you are receiving. If you would like to revise the design after you have agreed beforehand, additional charges will incur.
2. We will provide the client with an expected completion time for the project for it to become "live on the Internet" if requested.
3. We use Open source Software (OSS) as defined above in all of our projects. We have the right to use this without noting the author of the software and we are able to monetise uses of the software.

## Hosting, Domain, Domain name, Add-on domains, Search Engine Optimisation, Links, SSL and Final Information

### Hosting

1. We will host the website via SERVICE PROVIDER and expect to receive payment for this within 30 days of the issuance of an invoice (see Payment). We will provide a professional and reliable service to Client at all times, excluding technical problems that are unexplainable. **Standard hosting is 15GB of storage. Add-on domains share the 15GB with the main domain.**
2. Hosting is annually renewable. This will be 12 calendar months from the date the website was purchased from SERVICE PROVIDER. We will contact Client in 6 weeks, 3 weeks and 1 week before the payment is due via Communication (see above).

3. SERVICE PROVIDER will provide a **Linux** server for hosting with SSL (see below).
4. We reserve the right to disable any website from showing and remove it from Search Engines if the client does not pay within 30 days of the invoice issuance (see Payment above). We reserve the right to charge £50 + administration for the reactivation of hosting.
5. A 1 year notice is needed by us and SERVICE PROVIDER to cancel the hosting.

### Domain and domain name(s), and Add-on domains

1. SERVICE PROVIDER will provide a **main** domain. Add-on domains will subsequently use the same hosting space as the main domain.
2. SERVICE PROVIDER will charge for the domain and hosting with one invoice.

### Search Engine Optimisation (SEO)

1. We take effort into Search Engine Ranking however we are not responsible for the rank on search engines.

### Links

1. We place a small text/graphical link in the footer of our client's website which simply signifies that the website is created by Planet IT Group. This can be removed for a small fee.
2. We may ask you to use your website as a case study on our websites to show to prospective customers, however we will request your permission before we do this.

### SSL (Secure Socket Layer)

1. SERVICE PROVIDER provides your hosting and domain(s) with SSL certificates which encrypt data between a visitor and our servers so that personal information such as usernames, emails or password (or credit cards if you have an online shop on your website). It is industry-standard.

### Final Information

1. We register the domain(s) on Client's behalf so that your name is protected from showing up on Internet records, however, Client is the legal entity the products are registered to. If we receive any requests other than technical problems from other people, they will be forwarded to you via Email.

**Planet IT Group does not tolerate any form of harassment or insultation against any of our employees from anyone. We reserve the right to cancel a contract including the website/service without refund in extreme cases of inappropriate or unreasonable conduct. This includes threatening/abuse. Thereafter, any communication must be via post only.**