



Promozoo Limited Terms and Conditions of Business

Definition of our terminology as used within this document:

1. A 'Project' is any work undertaken or service provided by Promozoo Limited for the Client on their request and as described in our confirmation order email to that Client.
2. A 'Client' is a person, persons, business or organization using any of the services provided by Promozoo Limited .
3. 'Live Mode' means the date the website, app, software or other marketing campaign is available to the Client.
4. 'Domain' is the website address as specified by the Client.
5. 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
6. 'Hosting' is a yearly cost to keep a clients website activated online.
7. 'Content' is both text and images that the Client requires on the website.

Promozoo Limited Terms & Conditions

1. The contract between Promozoo Limited and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Promozoo Limited Sales Order Confirmation.
3. Promozoo Limited will only commence work on a Project after receipt of a written confirmation.
4. Payment terms are as follows:

All new accounts, a non refundable 50% deposit of the quoted Project fee from the Client is payable on commencement of project. The final 50% payment is to be made on completion of the project. The project will be brought live/launched once the Clients remaining balance is paid in full.

Email Marketing (Zoomailer) clients, a license fee is payable in full prior to account activation. Monthly bills will be issued in accordance with the clients chosen rate card. Please note a minimum monthly fee of €25 applies. Annual renewal license fee of 20% of initial chosen license will be applied.

Credit terms of 30 days nett from date of invoice may apply after a 6 month period.

5. Email Marketing Fixed contracts are set for a period of 12 months from commencement date. Should a client not complete the full term of 12 months the remaining charge for that 12 month period will apply. Notice to terminate a fixed contract must be given in writing.
6. The deposit paid to Promozoo Limited covers the cost of design and programming work carried out as well as any admin work and communication with Promozoo Limited . The deposit is non refundable.
7. One set of change requests are complimentary in the pre-production phase of any project. Thereafter, any additional change requests will be charged at the applicable Promozoo rates.
8. One set of change requests are complimentary in the post production phase of any website or application project, thereafter any change requests will be charged at the applicable Promozoo rates.
9. The complimentary design and programming revisions offered by Promozoo Limited end when the client makes the 50% balance of payment and the project has been completed as per the final post production change requests. Design and programming changes beyond this point are subject to additional charges.
10. Promozoo Limited shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.
11. It is important for the Client to keep in contact with Promozoo Limited throughout the entire Project. If a Client does not make contact for 2 weeks we will make up to 5 attempts to contact the client by telephone/email using the email address specified when the client place their order. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.



12. Where images used on the website have been purchased by Promozoo Limited on behalf of the Client, these images are strictly for use on the website only. Promozoo Limited are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organizations.
13. Image and Photography copyright: Where the client provided Promozoo Limited with imagery for inclusion in their project, the client is solely responsible for all legalities in relation to these images.
14. Promozoo Limited will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees. In doing so, Promozoo Limited will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
15. All standard hosting offered by Promozoo Limited is limited to 500mb of website space unless otherwise stated in a separate contract. If your site requires more than 500mb of space we will advise of other hosting solutions and then cease hosting the site.
16. Promozoo Limited cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Promozoo Limited .
17. Where asked to provide search engine optimisation for a Client, Promozoo Limited do not guarantee any specific placement or high ranking on search engines.
18. Promozoo Limited do not take any responsibility for a clients website rank on search engines. This also includes any potential website downtime that can occur. When updating, changing, creating and hosting a clients website, there could be a change in the websites search engine ranking.
19. Promozoo Limited will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided by any employee of Promozoo Limited is purely an estimate.
20. In the instance of websites, Promozoo Limited own all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Open Source Software is used, wherein the conditions applying to Open Source Software apply.
21. Domain names may be registered by Promozoo Limited and in this instance will be registered to the Promozoo Limited current address. If the domain names are registered to Promozoo Limited , the Client is the legal owner of the domain once payment has been received in full. If the client requests to have details changed or the domain transferred elsewhere, Promozoo Limited will do this within a reasonable timeframe.
22. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, Promozoo Limited cannot be held liable for this. However, Promozoo Limited will make reasonable effort to contact the Client regarding domain renewal.
23. When a Client renews Hosting with Promozoo Limited , this also includes domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the Hosting package. If the Client does not renew the Hosting, their domain name could be made available to the public for purchase and Promozoo Limited cannot be held liable for this.
24. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was made live. The Hosting will not be renewed if Promozoo Limited cannot contact the Client or the Client requests for Promozoo Limited to not host this site. This will also affect the domain as per item 23.
25. The Hosting renewal charge must be received within 10 days of the Hosting expiry date. Promozoo Limited reserve the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by Promozoo Limited for reactivating the website/Hosting. Should a Client wish to move Hosting away from Promozoo Limited or transfer a Domain name away from Promozoo Limited , a €50 admin charge will be issued, which must be paid before the transfer takes place.
26. If the Client does not use Promozoo Limited Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.
27. Promozoo Limited has no control of, or responsibility for, the content of Clients' websites. In no way does the textual or image based Content of our Client's web sites constitute Promozoo Limited endorsement, or approval of the website



or the material contained within the website. Promozoo Limited has not verified any of the materials, images or information contained within our Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. Promozoo Limited may provide links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.

28. Promozoo Limited shall place a small text link on the footer of a Client's website that simply states the website was designed by Promozoo Limited and links to our company website.
29. Promozoo Limited are not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.
30. If a Domain name is purchased by the Client through a company other than Promozoo Limited, the Client has full responsibility in making sure that the domain name is renewed when due. Promozoo Limited will not renew the Domain name when annual Hosting renewal is due if the Domain name is purchased through a company other than Promozoo Limited.
31. Promozoo Limited makes no claims that the contents of this website may be lawfully viewed or downloaded outside the Republic of Ireland. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the Republic of Ireland, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of the Republic of Ireland. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of the Republic of Ireland. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.