



Address: Taycon Head Office: +44 (0) 1566 774 959
Tranquil Nook Email: info@taycon.eu
Station Road Website: www.taycon.eu
Launceston
Cornwall
PL15 8EG

Terms & Conditions of Services Provided

Please find herewith listed Terms & Conditions of Services provided by Taycon:

1. DEFINITIONS

"Agreement" Shall refer to the agreement between Taycon and the Customer for the provision of Services to the Customer.

"Bandwidth" Shall refer to the rate of data transmission in bits per second.

"Client Server"
Shall refer to the third party supplier assisting Taycon with their Services.

"Confidential Information"
Shall refer to information that is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

"Customer" Shall refer to you, an individual or entity, who has accepted these Terms of Service.

"Fees" Shall refer to the fees for the Services, the pricing of which as stated by Taycon and accepted by the customer.

"Services" Shall mean web hosting, domain name registration, email, accounts, and or any other services provided by Taycon, the details of which are as shown on www.taycon.eu

2. SERVER USE

2.1 Taycon does not allow any of the following content to be stored on its Client Servers: Illegal Material - Any material in violation of any UK legislation. Adult Material otherwise lewd or obscene content governed by U.K. law.



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3. ORDERING

- 3.1 Orders for work must be given in writing to Taycon by the Customer.
- 3.2 Taycon accepts a verbal order from the Customer, Taycon will not be held responsible for any mistakes (made by either party) arising from that verbal order.
- 3.3 Taycon reserves the right to refuse or to accept any order.

4. QUOTATIONS

- 4.1 All quotations given by Taycon will be valid for 28 days from the date of quotation.
- 4.2 If the Customers final order changes from the original specification made for the quotation, Taycon reserves the right to vary the quotation.

5. TURNAROUND TIMES

- 5.1 Turnaround times which are quoted are normal target times only and Taycon accepts no liability for failure to meet these time's, but will use its best endeavours to do so.

6. CONTINUITY OF SERVICE

- 6.1 Taycon has the right to backup all application data files as per any agreement.
- 6.2 In the unlikely event of a system failure transpired by the Customer, Taycon cannot be held responsible for the loss of time, manpower or data related, but will assist if requested respective of any Privacy and Confidentiality Act.
- 6.3 In the unlikely event of a system failure via the Client Server, Taycon cannot be held responsible for the loss of time, manpower or data incurred to the Customer. Taycon agrees to assist and comply with protocols in respect of Confidentiality.
- 6.4 Taycon is responsible for the upkeep and maintenance of its Client Server used by the Customer and will endeavour to ensure a secure and reliable service throughout its usage.
- 6.5 Taycon is **not** responsible for the online usage, email transmittals/spam, data, software, hardware and or any other property item the Customer may own. Any action is entirely the sole responsibility of the Customer.



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7. FEES & PAYMENT TERMS

- 7.1 All Fees for the Services provided are payable within the invoice due date stated.
- 7.2 All Fees be paid in UK Pounds Sterling, and all prices are quoted net of Value Added Tax.
- 7.3 Taycon reserves the right to change the prices for the Services at any time, all pricing is guaranteed for the period of the prepayment. Any changes to the prices of Services will be clearly communicated to Customers prior to their application, with one month's notice being given for such changes. Notice will be sent via email, to the email address held on Taycon's Customer's account details.
- 7.4 Taycon may suspend or terminate all Services provided to the Customer if payment fees are not met by the invoice due date.

8. TERM & TERMINATION

- 8.1 The term of service for all annually billed Services is annual.
- 8.2 In order to ensure continuity of service, Taycon operates an auto renewal policy on all the Services it provides to Customers. Upon expiration of the initial term, Services shall be automatically renewed for the same period as the initial term, at which point Taycon shall invoice accordingly.
- 8.3 Either party may terminate this Agreement by giving notice in writing.

9. CANCELLATION

- 9.1 Customers may not cancel their Service/s during the agreed term of service.
- 9.2 Customers may cancel their Service/s at the end of the term of service by providing 30 days written notice prior receiving the invoice.
- 9.3 Customers may be required to complete a closure authorisation form, giving Taycon permission to permanently delete all content relating to the Customer's Services.
- 9.4 Customers will not be entitled to cancel any Service if there are outstanding payments associated with that Service.



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10. DATA CONFIDENTIALITY

- 10.1 Taycon respects Customer data.
- 10.2 Taycon will not at any time or in any manner, either directly or indirectly, use for personal benefit, or communicate in any manner information that is proprietary to the Customer.
- 10.3 Taycon will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of any agreement.
- 10.4 Taycon will sign any non-disclosure or confidentiality agreement a Customer may require.

11. COPYRIGHT AND MORAL RIGHTS

- 11.1 Taycon claims no copyright in material submitted to us for the purposes of fulfilling the Customers instruction.
- 11.2 Taycon warrants that the Customer owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, processing, scanning, printing and manipulation to be undertaken by Taycon.
- 11.3 The Customer also warrants that no copyright or moral rights will be infringed by Taycon carrying out the Customers requested work.
- 11.4 The Customer agrees to indemnify Taycon against all losses, damages, claims or expenses which Taycon may incur by virtue of any breach of the above warranties.

12. GOVERNING LAW

- 12.1 This agreement shall be governed by in accordance with English Law.