

# LOGIX INC LTD TERMS AND CONDITIONS

## GENERAL

You should familiarise yourself with our terms and conditions before trading with us. If you have any questions about the terms following you should raise them with LOGIX INC LTD before entering into any agreement, purchase or contract using [info@logixinc.co.uk](mailto:info@logixinc.co.uk) or in writing to our registered address shown later in this document.

The following terms and conditions apply to any website(s) or services associated with, owned or operated by, serviced or supplied by LOGIX INC LTD whether in their own right or on your behalf as a client directly or indirectly of LOGIX INC LTD. The terms also supply to any sub brands, trading names or work for LOGIX INC LTD authorised third parties and suppliers.

### OUR WORKING RELATIONSHIP WITH YOU

LOGIX INC LTD values its reputation and that of its customers. We are sure that you will understand that the following is included to protect our business and yours from predatory persons and competitors, internet trolling and less scrupulous reviewers, review site operators and the like.

### INAPPROPRIATE BEHAVIOUR

LOGIX INC LTD will not tolerate aggressive, intimidating, rude or threatening behaviour towards its staff or business in any way. This includes the abuse of any review publications or websites and social media by its client, their employees, subcontractors or their third-party associates. LOGIX INC LTD reserves the right to cancel without remedy or refund, any projects, orders or outstanding works at any time should a client behave in the ways described above.

### REVIEWS & FEEDBACK PRIOR TO LAUNCH

We welcome feedback and reviews about our services, they help us maintain and improve our standards. However; Clients or their associates reviewing, commenting or leaving feedback about LOGIX INC LTD in any form, in any media before an agreed or negotiated deadline or approved launch time agree and consent that their contract with LOGIX INC LTD is rendered void by such action and that their services will immediately be terminated online without recourse to compensation, remedy or refund.

This clause is included to protect our business and yours from online or social media abuse and to ensure your work with us remains confidential until it is ready for the public domain. Your statutory rights are not affected.

## TERMS AND CONDITIONS

1.1. In accessing any of our services and use of the website(s) we provide you are agreeing to comply with the foregoing and following terms and conditions in full. This is in accordance with our privacy and fair use policies in relation to this and any associated or subsidiary website(s).

1.2. Within these terms and conditions 'us' or 'we' refer to LOGIX INC LTD registered a company registered in England & Wales, Registered office 20-22 Wenlock Road, London, N1 7GU. registration number is 10982988. The term 'you' or 'the client' refer to the user, customer or viewer of our website. A Client refers to a user of any of the company's websites or services.

## 2. CONTACT

2.1. We aim to respond to all contacts made with us as quickly as possible our aim is within 1 – 2 hours between 10am and 4:30 pm on business days (see below for exceptions); however, in rare cases it may take 1 to 2 business days if your query requires research before we can respond effectively. When we are experiencing high call levels our immediate response may take longer, please use our message facilities; we will respond in a timely and professional manner. Postal communication may take longer than other forms of communication.

2.2. Contact can be made using the following:

Please send any support queries to [support@logixinc.co.uk](mailto:support@logixinc.co.uk)

Telephone – 0800 634 4985

Information Email – [info@logixinc.co.uk](mailto:info@logixinc.co.uk)

Support Email – [support@logixinc.co.uk](mailto:support@logixinc.co.uk)

Postal Address

LOGIX INC LTD  
20 - 22 Wenlock Road  
London  
N1 7GU

We cannot undertake to respond to other forms of contact within the stated time frame.

Please note: If you call or text any of our company mobile numbers they will not always be answered immediately as they are used often for outgoing client contact. Our best method of contact is email as we usually reply promptly during working hours.

2.3. Although we have business activity and support services throughout every day, our key contactable business hours are stated below. We provide 24hour support strictly for matters of urgency i.e. a website offline, spam, emails not being received, slow website. Our contactable hours are designed to ensure we can maintain elevated levels of support and development for our client base.

Contact Hours are as below:

Monday to Friday: 10.00am – 4:30pm

Saturday & Sunday: Closed except for service issues detailed in the following terms

Christmas, Easter & Bank Holidays: Closed

We take complaints and client requests seriously so incoming emails are monitored at intervals when closed. We may respond to complaints or non-urgent matters out of hours at our discretion unless we are aware they are a matter of genuine urgency or we are contracted to do so.

## 3. ACCEPTANCE

3.1. It is not necessary for any Client to have given express written permission to be bound by these Terms.

3.2. By acceptance of a quotation or payment of an invoice or fee the Client agrees to be bound by these terms.

## 4 PROVIDING & UPLOADING OF CONTENT

4.1. It is the client's responsibility to provide content for their website, unless previously agreed with LOGIX INC LTD.

4.2. Failure to provide content may result in the Clients website taking longer than the time agreed upon. We take no responsibility or liability in any form for this or any failure on your part to provide content.

4.3. We will make every effort to try and contact a Client if content is lacking or not sufficient to finish their site.

4.4. Acceptable forms of content include but are not limited to doc, docx, pdf, png, jpg, mpg, mpg4, wmv, mov, email. Please ask for details.

4.5. In order to provide a first rate service we require content and information very quickly. Therefore, any delay from a Client exceeding seven days from the commencement of a project will result in cancellation and forfeit of any monies paid to us by the Client to that date.

## 5. BROWSER TESTING

5.1. LOGIX INC LTD makes every effort to test in all browsers except older versions of internet explorer.

5.2. All websites are optimised for three standard platforms so as websites are fully responsive. If you require addition size options a standard fee will apply.

5.3. We accept no liability for errors that occur on devices which have not been tested.

5.4. Browsers we test on; Google Chrome, Firefox, Edge, iPad, iPhone, Android Devices, Amazon Devices. We test on native screen sizes of devices.

5.5. Content on this site(s) or any service(s) provided by LOGIX INC LTD are the intellectual property of LOGIX INC LTD, protected by copyright and may not be reproduced without first gaining written permission of the copyright owner.

Furthermore;

- 5.5a LOGIX INC LTD will assume that you (The Client) have legal ownership or title of, written permission or licence to use any text, font, graphics, trademark, branding or other content in any format, however supplied to populate your website or service.
- 5.5b You (The Client) undertake full responsibility for any of the items listed in 3.1.a and indemnify the same against any claim arising from your negligence should a claim of any type be made against any such properties intellectual or physical.
- 5.5c LOGIX INC LTD will not accept any liability in any form whatsoever for claims against you (The Client) or any third parties for inappropriate or miss use of third party content.

5.6. Any data, information or content saved or uploaded to this service or website(s) by yourself or a third party is your entirely your responsibility. By accepting our terms and conditions you (The Client) agree and take responsibility to comply at all times with all relevant UK, EU and International laws and regulations relating to information and data. See 6.3 below.

## 6. DATA COMPLIANCE

6.1. Data compliance consists of but is not limited to: copyright, intellectual property; defamation of LOGIX INC LTD and associates; trademarks; data protection regulations or any regulation of offensive, obscene or illegal content.

Be aware that: LOGIX INC LTD reserves the right to access any content, data or information uploaded or saved on a website(s) or any other services to ensure your (The Client(s)) compliance.

6.2. We shall, without notice or remedy save that detailed in 6.2a below, remove, block or encrypt or make secure any information, data, apps, malware or virus or any message for evidential or compliance purposes if we deem them to be inappropriate, illegal, defamatory or offensive. You have the right to appeal our decision but please see 6.2a note below.

- 6.2a LOGIX INC LTD is not obliged to monitor any information, content or message and it is not our aim to act as censors. It is solely your responsibility to comply with the laws and regulations applicable to these terms. However certain content requires us to make full disclosure to the relevant authorities and we will not hesitate to do so. Your understanding and compliance is appreciated.

6.3. If you breach this agreement, you (The Client) will be jointly and severally liable to fully compensate us against any loss which we may incur in any form as a result of your or associated third party actions. Your services may be suspended or cancelled without remedy or refund at our discretion.

## 7. REGISTRATION & MEMBERSHIP

7.1. LOGIX INC LTD reserve the right to terminate immediately and remove a website(s) or services from being live online if any member is deemed to be:

- 7.1a Using any service or website(s) illegally or attempting to gain unlawful or inappropriate entry into any section of any service or system including but not limited to Hacking, Bots or other malware, theft of data, unauthorised upload or malware.
- 7.1b Attempting or succeeding to abuse or misuse any service using any media whatsoever in any manner defamatory towards LOGIX INC LTD,
- 7.1c Attempting to disrupt or damage the functionality of any of our or your clients service(s) or website(s) in any form. I.e. DDOS,

7.2. Any attempts made to, what is commonly referred to as, 'hack/hacking' any part of any website(s) or service in any form, any unsanctioned use of the username and password of another individual will be considered abuse of the services. In such circumstances your access to LOGIX INC LTD services may be suspended or blocked without notice.

7.3. Yourself (The Client) and any third parties associated with you in any way howsoever involved shall be responsible to us for any loss due to your or their actions. In cases of misuse as outlined in these terms and above and we have no obligation to give you any notice or reason for terminating an agreement and taking down or blocking a site or service, if we believe you are at fault or a website has been compromised.

- 7.3a You (The Client) can appeal but will be required to give satisfactory written evidence to support your appeal and to supply such further evidence as may be required by LOGIX INC LTD or by law.

- 7.3b We take the security of our services very seriously therefore; In accepting these terms and conditions you agree that the decision of the LOGIX LTD Board of directors and their advisors shall be binding and that in such cases you will not be entitled to any form of compensation or further appeal in any form whatsoever.

7.4. Registration: Any individual or business making payment for a service or website(s), whether for themselves or a third party enters into and accepts a non-transferrable registration agreement. A registration agreement is an integral part of LOGIX INC terms and conditions of trade and is as follows.

- 7.4a Registration means the issue to an individual or entity of a unique user name and password granting them access only to the services they have contracted to.
- 7.4b Registration is non-transferrable and is not to be shared with another person or entity. Breach of this essential data protection rule will incur suspension of services and will make the person or entity liable for any loss or damage suffered by LOGIX INC LTD and its customers and third parties.
- 7.4c Additional unique Registrations against a single account may be permitted as a goodwill gesture by LOGIX INC LTD but are not offered as a guaranteed service. In certain cases LOGIX INC LTD may impose a surcharge. Any person or entity issued with a Registration under this clause will be deemed to have accepted and agreed to be bound by LOGIX INC LTD terms and conditions in full.
- 7.4d Transfer of a Registration can only be made by mutual agreement between the original individual or entity issued with it and LOGIX INC LTD.
- 7.4e LOGIX INC LTD reserve the right to remove or suspend any registration and suspend logins including your access to the website(s) or services without notice if a breach of terms and conditions is suspected or proven.
- 7.4f For security and data protection requirements LOGIX INC LTD reserve the right to access, alter, track or remove any data within our systems registered to your account if they are suspected to be or are in breach of or our terms and/or potentially or factually illegal. Under UK Law we are required to report any suspicious or illegal activity and will not hesitate to do so. Your right to confidentiality and data security will not be compromised.

LOGIX INC LTD reiterate that it is your responsibility to keep your login information confidential, and you will be held responsible for activity on your account including unauthorised activity on your account from a third party.

7.5 LOGIX INC LTD will immediately suspend any account that generates spam mail causing its servers to become blacklisted. Senders of bulk email are advised to use an approved service and seek advice from LOGIX INC LTD before embarking on email campaigns.

## 8. PAYMENTS

8.1. Payments less than seven hundred pounds are due in full before any work commences unless by prior agreement with LOGIX INC LTD and confirmed in writing.

8.2. A fifty percent deposit is due on any projects over seven hundred pounds and the next twenty five percent payment will be due fourteen days after first payment is made, the final payment will be due twenty-eight days after the first payment is made.

8.3. Payment is requested via an invoice provided by LOGIX INC LTD and must be paid within 24 hours of issue via bank transfer.

8.4. Without prejudice to the foregoing and following; Should a project be cancelled by LOGIX INC LTD for justifiable reasons or you the client there is no entitlement to a deposit refund and no monies or work in progress will be returned. This is because the deposit pays for initial services and setup costs. See 8.6 below.

8.5. In Compliance with UK law (the Consumer Protection Distance Selling Regulations 2000) you do not have an automatic right to cancel your website after you sign up to our service. If you proceed with and accept a service from LOGIX INC LTD and then decide that you no longer wish to continue at any point prior, during or after the website going live then you have no absolute right to a refund in full or part or title to any artwork, code or content generated by LOGIX INC LTD even on your behalf. This is because it is your decision which instructs LOGIX INC LTD that a site or sites should go live and work will already have taken place immediately you contract with us. LOGIX INC LTD as a goodwill gesture, and entirely at their discretion, will refund any money remaining after calculating the balance due for completed work up to the date of cancellation. By trading with us you agree that a refund or part refund does not constitute an admission of liability on our part subject to the relevant legislation. **Please take notice that artwork, code and content generated by LOGIX INC LTD is the intellectual property of that company and does not become a client's property until agreed as such in writing. If you wish to discuss this topic further email [info@logixinc.co.uk](mailto:info@logixinc.co.uk)**

8.6. In Compliance with UK law (the Consumer Protection Distance Selling Regulations 2000) you do not have an automatic right to cancel your website after you sign up to our service. The reasoning for this is that our service begins following payment. However; we will always do our best to refund any money that has not been used to cover our costs already incurred. Please note refunds are only offered in the interests of good client relations and entirely at our discretion. By trading with us you agree that a refund or part refund does not constitute an admission of liability on our part subject to the relevant legislation.

8.7. We will do everything that we can to get your site or service ready as quickly and to the highest standard possible. If LOGIX INC LTD has agreed a launch or publication date with you in advance, then that agreement shall be subject to the conditions laid out in section 9 'GOING LIVE' below. On acceptance, payments and the estimated time for completion will be explained and agreed in writing or by email.

## 9. REVIEW & TESTING

9.1. You will have a chance to review any work carried out by LOGIX INC LTD at numerous stages of production prior to launch.

**9.2. When you are satisfied that the website is ready we will ask for written consent via email and in writing. We will not launch, publish or 'send live' any content until your agreement is received.**

9.3. Once a Client's website is published any alterations or technical issues must be reported within seven days of completion, any alterations or problems after this time will be charged at thirty five pounds per hour to rectify

## 10. GOING LIVE

10.1 Going live means you (The Client) has previewed, pre-approved and agreed that the website or service contracted is completely to your satisfaction and complies with your requirements in full and can therefore be published on the web or released for its intended purpose at the agreed time and date.

10.2 Going live means that your website(s) or service(s) fully comply with our terms and conditions and that all due monies or fees have been paid. **It further presumes the following conditions for launch are true,**

- 10.2a You (The Client) have at the outset and throughout supplied all and any content necessary, requested or required by LOGIX INC LTD in the creation of your website or services. **Please see Section 4 PROVIDING & UPLOADING OF CONTENT**
- 10.2b You (The Client) have supplied those items specified in section 4 above and in any supplementary contract or request at the times, dates and in the formats requested by LOGIX INC LTD or its officers, employees or representatives so it may complete the work required to meet the Launch deadline if such has been agreed.
- 10.2c You (The Client) have previewed the website, or service contracted, requested and formally approved any amendments or changes 24 hours PRIOR to the agreed launch date. Further that any additional items or information to allow such revisions or changes to be completed by the agreed launch date and time have been supplied by you (The Client) to LOGIX INC LTD.
- 10.2d Launch has not been delayed by mutual consent. For example, but not limited to, an impractical deadline being requested by a client or by continued requests for revisions that make meeting of the agreed deadline impossible.
- 10.2e Launch is made impossible by circumstances beyond the reasonable control of the contracted parties. For example, but not limited to; Equipment failure, Cyber-attack, Hacking, Terrorism, natural disaster, industrial action, theft, staff absence.

10.3. LOGIX INC LTD will ask for written consent from you (The Client) before going live on the any platform. This is to protect both LOGIX INC LTD and you (The Client) and to keep a legally binding documentation.

## 11. MONTHLY & ANNUAL CHARGES

11.1. Fees for our services are charged both monthly and annually. The charged amount is stated on the day that you register and is paid in advance, unless agreed otherwise in writing. If you no longer require our services you can cancel at any time, but must provide 4 weeks' notice, any outstanding payments from yourself are required at the time of cancellation. Failure to make payments may result in forfeiting possession of or access to your website(s) and LOGIX INC LTD taking legal action.

## 12. PAYMENT GATEWAYS & SOURCE CODE

12.1. As part of the service included in your monthly and annual payments, your website(s) will be adjoined with PayPal. This will allow you to accept suitable transactions using the majority of debit and credit cards. PayPal Setup will require action by you (The Client) to verify your bank details and credentials. None of this information will be shared with us at any time. However, you will need to inform us of the PayPal account name for the setup to be completed. At no time do we have access to your bank or online accounts. If you wish to use an alternative payment solution or gateway



provider, please contact us to discuss this further. Additional charges may apply to cover setup and management costs.

12.2 PCI compliance for your business is your responsibility and you should take steps to ensure your systems and transactions comply. LOGIX INC LTD may require you to prove your compliance with the relevant document(s). LOGIX INC LTD will not accept liability in any form for your failure to comply.

12.3 LOGIX INC LTD Complies with the current PCI & Data Handling requirements.

12.4. LOGIX INC LTD uses a proprietary content management system on all websites. To protect our and our clients' interests and security we will not provide you with the source code of our content management system. If you no longer wish to use our service but would like it replicated or recreated on a third-party system, it is entirely your responsibility to arrange this. LOGIX INC LTD offer a transfer service for a fee.

### 13. DEFAULTED ACCOUNTS AND NON-COMMUNICATION

13.1. Launching or delivering work on time requires effective two-way communication and we understand that reasonable delays can occur. We will make every attempt to contact you and expect you to keep in contact with LOGIX INC LTD. If we do not receive a response to our attempts to communicate with you for longer than fourteen days, we reserve the right to;

- 13.1a Cease work on your project and prioritise our other client's deadlines
- 13.1b Delay Launch or publication of your website or data pending a viable response
- 13.1c Place your project on hold pending your response for a maximum of 21 days during which we will continue attempts to contact you. If we do not receive a viable response from you after 21 days have expired we will consider your contract with us terminated and any deposit or fees forfeit.
- 13.1d We will not accept any liability to you or any third party for loss, damage to your business or reputation howsoever arising from your failure to meet these terms.

13.2. Any account which has been unpaid for a maximum of thirty days from the date of invoice or billing will be considered in default. You will receive due warning but be advised that; Any website or content including but not limited to data, copy, graphics, relating to such an account remaining on our server will be suspended. A generic 'holding page will be put in its place by LOGIX INC LTD.

13.3 LOGIX INC LTD reserves the right to charge daily interest at 1.25% above the Bank of England rate prevailing on any outstanding amount(s).

13.4 A website or service in default will not be restored until any outstanding payments have been cleared into our LOGIX INC LTD bank account. Note: This may mean your service or site will not be active for 24 hours or until the next working day after payment has cleared.

13.5. Should payment not be resolved within sixty days LOGIX INC LTD will assume ownership of the domain.

### 14. DESIGN CREDIT

14.1. LOGIX INC LTD will tag your website with our design credit at the bottom of your website. This will be a small text link back to our website, this can be removed on payment of a fee.



## 15. ACCESS TO THIRD PARTY CONTENT

15.1. UK Web Design Shop may request access to third party servers if your domain is hosted with another provider. Should this be the case we will need to be given temporary permission to add and remove files from your hosting accounts.

15.2. This will only be requested at a time when we need access and we will comply with appropriate, current Data Protection Legislation.

15.3. LOGIX INC LTD accepts no responsibility for content on any third-party servers and loss of data or business arising from accessing such items or activity.

## 16. HOSTING

16.1. All packages come as a hosted solution and for this reason we do not host any services on third party servers unless agreed with LOGIX INC LTD in writing. Such third-party servers must comply with current Data Protection Legislation at all times or services may be suspended or cancelled.

16.2. Monthly fees apply to cover server maintenance and site maintenance. This is to be paid in advance of any service delivery.

## 17. SERVER & SYSTEMS MAINTENANCE

17.1 We have a multitude of hosting solutions and currently run on 99.99% uptime. Server maintenance normally occurs without interruption at off peak times. We employ high grade security and anti-virus systems and constantly monitor for potential and actual disruption.

17.2 You will be notified in advance of any scheduled maintenance activity. We cannot guarantee there will not be an interruption to services, but we aim keep downtime to a minimum.

17.3 Because you will be notified in advance of scheduled server and system maintenance it is your responsibility to make provision for the same. Therefore, we will not accept responsibility for any loss or damage to your business or any third-party in any way whatsoever and howsoever caused.

17.4 No system is fool proof or 100% reliable and occasional unplanned outages or failures may occur. Many factors outside the control of LOGIX INC LTD can cause downtime or system failure and we will do our utmost to keep systems running and healthy. However, we will not accept responsibility for any loss or damage in any form whatsoever arising from an un-scheduled outage.

## 18. BACKUP

18.1 LOGIX INC LTD maintains backup data BUT offers no warranty or obligation to supply you with data from their backup systems. As a good will gesture and entirely at our discretion LOGIX INC LTD will assist with data recovery if legal and possible BUT You (The Client) are entirely responsible for backing up your data and its restoration to your local machines.

## 19. SEVERABILITY

19.1. If a provision of these terms and conditions is determined by any UK court or other competent UK authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

## 20. EMAILS

20.1. Emails and any attachments sent from LOGIX INC LTD are confidential and are intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of LOGIX INC LTD.

20.2. If you are not the intended recipient of an email, you must neither take any action based upon its contents, nor copy or show it to anyone. Please contact us immediately if you receive an email in error.

20.3. All inbound and outbound emails are backed up regularly and will be used in evidence should the occasion or need arise. This does not apply to spam mail which will be blocked.

## 21. DOMAIN NAMES, DOMAIN ABUSE AND COMPLAINTS

21.1. As part of the service we shall provide a UK domain name for you included in your annual or monthly charge.

21.2. The domain(s) will only be registered whilst you use our service. Domains will not be viewable by the general public (in the public domain) until Launch is agreed (see above). If you no longer wish to use our service(s) then we will terminate your use of the domain name(s).

21.3. Any instances of domain abuse should be reported and emailed alongside any complaints to support@logixinc.co.uk

## 23. GENERAL DISCLAIMER

23.1 LOGIX INC LTD makes no warranty that:

23.1a The service will meet your requirements. The service will be uninterrupted, timely, secure, or error-free.

23.1b The results that may be obtained from the use of the service will be accurate or reliable.

23.1c The quality of any services, information, or other material downloaded or obtained by you through the service will meet your expectations.

23.1d Any errors in the software will be corrected.

23.2. LOGIX INC LTD and its associates are not liable to you for any loss or damages resulting from your use of our service, including negligence or third-party amendments to sites or data.

23.3. LOGIX INC LTD reserves the right to update these terms and conditions at any time without notice.

23.3a Excepting that; Existing customers will be advised of changes that may affect them in advance.