

Terms and Conditions for LOS Digital Ltd Services and Offers

1. Introduction 1.1 These Terms and Conditions ("Agreement") govern the website design, development, hosting, and maintenance services provided by LOS Digital Ltd to the Client. 1.2 By engaging with our services, the Client agrees to be bound by these terms.

PART 1: WEBSITE DESIGN & DEVELOPMENT

2. Scope of Services 2.1 LOS shall provide website design and development services as per the agreed proposal or contract. 2.2 Services include website layout, website design, and coding/programming. 2.3 Any requests for additional features beyond the agreed scope will be subject to additional charges.

3. Client Responsibilities 3.1 The Client must provide all necessary content, including text, images, and branding materials, in a timely manner. 3.2 The Client is responsible for ensuring they have the rights to use any content they provide. Licensing agreements are the responsibility of the client.

4. Payments & Fees 4.1 The Client agrees to pay all fees as outlined in the agreed contract. 4.2 A deposit may be required before work commences, with remaining payments due as per the agreed payment schedule. 4.3 Payments are non-refundable once work has commenced.

5. Limitation of Liability 5.1 LOS is not liable for any loss of revenue, data, or business arising from the website's use or any delays in delivery. 5.2 The Client is responsible for verifying the accuracy of content before final approval.

6. Project Timelines 6.1 Estimated completion timelines are provided but may be subject to change due to unforeseen circumstances. 6.2 LOS is not responsible for delays caused by the Client's failure to provide necessary materials or approvals.

7. Intellectual Property 7.1 Upon full payment, the Client owns the website's final design and content. 7.2 LOS retains rights to any proprietary code, tools, or pre-existing software used in development. 7.3 LOS reserves the right to showcase the completed website in its portfolio unless otherwise agreed.

8. Termination 8.1 Either party may terminate this agreement with one month's written notice. 8.2 The Client is responsible for payment of work completed up to the date of termination.

PART 2: WEBSITE HOSTING & MAINTENANCE

9. Hosting Services 9.1 LOS offers website hosting services as an optional add-on, with fees outlined in the hosting plan. 9.2 The LOS is not responsible for downtime caused by

third-party hosting providers. 9.3 LOS reserves the right to suspend hosting services in the event of non-payment.

10. Website Maintenance 10.1 Maintenance services include software updates, security patches, and minor content updates. 10.2 The Company does not guarantee that all third-party plugins and integrations will remain compatible with future updates. 10.3 The Client is responsible for reporting any technical issues promptly.

11. Data Backups & Security 11.1 Regular backups may be included in the hosting plan, but the Company is not liable for any data loss. 11.2 The Client is encouraged to maintain their own backups and security protocols.

12. Marketing & Search Engine Optimisation (SEO) 12.1 SEO, SEO campaigns, search engine ads, and social media marketing are subject to separate agreements and fees. 12.2 LOS does not guarantee specific rankings or performance from SEO or paid advertising services. 12.3 The Client is responsible for ensuring compliance with advertising policies.

13. Limitation of Liability (Hosting & Maintenance) 13.1 LOS is not responsible for losses due to server downtime, cyberattacks, or hacking incidents. 13.2 LOS is not responsible for content posted on the Client's website.

14. Payments & Fees 14.1 The Client agrees to pay all fees as outlined in the LOS payment plan. 14.2 The Client agrees to make all payments due on time as per the agreed payment schedule. 14.3 Payments are non-refundable once work has commenced. 14.4 LOS reserves the right to take complete ownership of the website domain in the event of non-payment and/or breach of terms.

15. Termination (Hosting & Maintenance) 15.1 The Client may cancel hosting or maintenance services with one month's notice. 15.2 LOS reserves the right to terminate hosting services due to non-payment and/or breach of terms.

PART 3: SPECIAL OFFER

16. Special Offer: "If your website doesn't pay for itself, it's free" 16.1 This offer is only available to Clients who source their business locally and is not applicable to national or online-only businesses. 16.2 The website is considered to be "paying for itself" if it generates leads that could reasonably cover the cost of the website, regardless of whether those leads convert into full sales. 16.3 This offer is only applicable after the first full 12 months of service, to allow sufficient time for marketing and SEO efforts to take effect. 16.4 If the website does not generate sufficient leads to cover its cost after the first 12 months, the Client will receive one additional month of service free of charge. No refunds will be issued under this offer. 16.5 The Client must provide verifiable evidence of lead generation data to support any claim under this offer. 16.6 LOS reserves the right to withdraw or amend this offer at any time without prior notice.

17. Governing Law 17.1 This Agreement shall be governed and construed in accordance with the laws of England and Wales. 17.2 Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18. Amendments 18.1 LOS Digital Ltd reserves the right to update these Terms and Conditions at any time. Clients will be notified of any material changes.

By using our services, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.