

## Terms and Conditions

### - Web design & development

Dated 06/27/2018

This document titled Terms and Conditions (Terms) govern your access to and defines the conditions of using the Business Media Group website (emarketingtime.com).

Please read these Terms carefully, and contact us if you have any questions.

By accessing emarketingtime.com, you agree to be bound by these Terms, our Privacy Policy, and our Cookies Policy.

Business Media Group reserves the right to change the Terms, in accordance with the changes of legal regulations, or new supply elements.

A beneficiary (customer) of Business Media Group website has read and agreed with the following terms:

### General regulations

These Terms are an integral part of Business Media Group, and as such, they represent a contract between Business Media Group Sp z o.o., address Ul. Powst. Wlkp 42 62-300 Września (Hereinafter: hereafter “emarketingtime”), registered in Poland and Poznań Wielkopolska under no: 0000322693 VAT Number: 7891719942, email: info@emarketingtime.com and each individual member. This contract establishes rights and obligations concerning the use of emarketingtime website.

### GDPR compliance statement

Emarketingtime respects and complies with the EU General Data Protection Regulations (GDPR).

Some of the key ways we comply with these regulations are:

## Consent

We explain what you're consenting to clearly and without 'legalese', and ask that you explicitly consent to contact from us.

## Breach Notification

In the event of a breach we will notify affected users within 72 hours of first having become aware of the breach.

## Right to Access

Users can request confirmation as to whether or not personal data concerning them is being processed, where and for what purpose. Further, we shall provide a copy of the personal data, free of charge, in an electronic format.

## Right to be Forgotten

Once we have compared your (the subjects') rights to "the public interest in the availability of the data", we may delete your personal data where you have requested this.

## Data Portability

We allow you to receive the personal data concerning you, which we will provide in a 'commonly used and for a machine readable format', and you have the right to transmit that data to another 'controller'.

## Privacy by Design

We implement appropriate technical and organisational measures, in an effective way, in order to meet the requirements of this Regulation and protect the rights of data subjects'. We hold and process only the data absolute necessary for the completion of our duties (data minimalization), as well as limiting the access to personal data to those needing to act out the processing.

## Our service

Emarketingtime will carry out work and services only where an order has been made through emarketingtime.com. Emarketingtime will carry out work only for clients who are 18 years of age or above. An 'order' for website design and development thereof, is deemed to be combined with a brief. For this brief client shall use form related package ordered (Web design form STANDARD/ Web design form PREMIUM/ Web design form ENTERPRISE).

## Definitions:

The Client: The company or individual requesting the services of emarketingtime.

Emarketingtime: Primary designer/site owner & employees, partner and affiliates.

## Web Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, emarketingtime cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it. The website, graphics and any programming code remain the property of emarketingtime until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by emarketingtime remain the copyright of emarketingtime and may only be commercially reproduced or resold with the permission of emarketingtime.

Emarketingtime cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of emarketingtime and where no charge is made by emarketingtime for such additions, emarketingtime accept no responsibility to

ensure that such additions are free from error and reserve the right to charge an according amount for any correction to these or further additions.

Time is important for us. In order for us to be able to plan our time, the client agrees to within 7 days after order, make available to emarketingtime all materials required to complete the site and within the set deadline. This does not apply when ordering Web design ENTERPRISE package or when other has in written been agreed (email or chat transcript) .

- After form has been filled and submitted, emarketingtime will be able to schedule the work and client will be informed about deadlines. To be able to meet the deadlines client has to send in required materials in time.
- Emarketingtime will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
- Emarketingtime will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.
- Emarketingtime will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.
- Emarketingtime will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 30% is required with any project before any design work will be carried out.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.

## **Database, Application and E-Commerce Development**

Emarketingtime cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by emarketingtime remain the copyright of emarketingtime and may only be commercially reproduced or resold with the permission of emarketingtime.

Where applications or sites are developed on servers not recommended or held by emarketingtime, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by emarketingtime before being made generally available for use. Where “bugs”, errors or other issues are found after the site is live, emarketingtime will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

## **Website Hosting**

Client is entitled to host website at any host to their choice. We offer limited hosting services by buying server space from Misshosting. See Terms and Conditions for emarketingtime hosting services.

Whilst emarketingtime recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by emarketingtime cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

## **Payment**

A deposit is required from any new client before any work is carried out.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or emarketingtime have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

### **Protection of rights**

Emarketingtime will (in each and every case) provide full support to the protection of personality rights, rights to privacy, property and intellectual property, to all persons who hold these rights, or to those whose rights have been abused, by momentarily (after receiving a request supported by an explanation and adequate documents) removing the content so that it is no longer publicly accessible; upon request, delivering the data about the member whose entries are violating some of the stated, or any other rights. All this will be done in accordance with the Emarketingtime archiving policy, European legislation and all current regulations.

### **Processing and protection of personal data**

The Privacy Regulations are an integral part of these Terms.

### **Copyright protection and protection of other rights to intellectual property**

Emarketingtime. is exclusively responsible for the contents it holds copyrights to. Each party is responsible for the content that represents their copyright work.

## Passing of Rights

Once all amounts due to us from you are paid and cleared you are assigned the rights to use, as applicable, the products and services, including, the web site which includes the text, graphics, animation, audio components and digital components contained within the finished web site, in accordance with these terms and conditions, the brief and any applicable agreement, terms or licence but no rights of ownership are conveyed unless specifically stated in written and approved in written by emarketingtime.

No such rights as described in above will pass until all amounts due to us from you are paid. This means that we will have a lien over any service, products, data or information. If you have not paid the invoice in full within 30 days from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third party items such as source code, always remain the property of their respective owners.

Unless you have our specific written agreement in the Project Contract, all products, including Content Management Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, cgi applications, software, programming/source code, and all other components of any source or object computer code that comprises the Website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content and design elements used or developed and all software, and our products and results of our services remain our property and we retain full ownership rights and all intellectual property rights.

You specifically agree not do anything that may in any way infringe upon or undermine our rights, title, or interest in the Website or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership.

## Complaints Procedure

### Informal procedure

Anyone who experiences a problem with their web service provided by emarketingtime should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Emarketingtime will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

### Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to emarketingtime, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

### Third party links, sites, and services

- Emarketingtime may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Emarketingtime. We don't endorse or assume any responsibility for any such third party sites, information, materials, products, or services. If you access any third-party website, service, or content from emarketingtime, you do so at your own risk and you agree that emarketingtime has no liability arising from your use of or access to any third party website, service, or content.

## Interim and final provisions

Emarketingtime. reserves the right to change or update the Terms and Conditions any time by reserves the sole right to change these Terms & Conditions and Privacy Policy any time. You need to check periodically for any changes made in our Terms. Using this website after we make any alteration to the Terms & Conditions means you agree to accept the changes, we are not responsible whether or not you review them. Do not use this website if you choose not to accept and abide by these Terms & Conditions at any time.

All dealings that are not regulated by this Terms and Conditions, the current legal regulation of Poland is applied.

Existing regulations of the Poland are applied in case of all disagreements.