

The following constitutes the Terms and Conditions under which 2Can Productions trades and supplies its Services and related products. These conditions, in conjunction with the details as shown on the 2Can Productions Quotation, Confirmation Letter and full Terms and Conditions as shown on the 2Can Productions Web Site www.2CanProductions.com, represents the totality of the Agreement and form the Contract between 2Can Productions and you the Customer.

Any agreed variation or alteration to all or part of these Terms and Conditions will not invalidate the remainder or the whole. Any alteration or addition to the Services agreed will necessitate a new confirmed agreement. 2Can Productions is entitled to suspend Services if the Customer does not adhere to the conditions of the Contract.

1. Definitions

In this Contract unless the context otherwise requires:

2Can Productions is the trading name of Mr. M Davies having a main office at PO Box 668, Cardiff, CF11 1EZ.

Customer means the party with whom 2Can Productions make this Contract and is identified by the issuer of the purchase order as a party to this Contract. This shall include a person reasonably appearing to 2Can Productions to act with that Customers authority

Contract means the Contract, written or otherwise, between 2Can Productions and the Customer incorporating these conditions, any 2Can Productions Order Form, the accepted tender document and 2Can Productions' published charges for the provision of its services

Service means any service supplied by 2Can Productions, including but not limited to Web site design (graphic or otherwise), Web site creation, Web site hosting, intranet or extranet provision, Web promotion, training, programming, Domain Name Registration, Redirection or the supply of Internet connectivity or any consultancy related to the Internet

Charges means the charges, fees, costs as agreed on the accepted tender document/quotation for products and services requested or incurred during the Contract period;

Internet means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol)

Media means all text, images, sound, animations, information within databases and any other material or content that is used in the provision of the Service

2. Acceptance of Application

2Can Productions reserves the right to refuse any application for subscription or service

3. Copyright Responsibility

The copyright of all Media supplied by the Customer must be: owned by the Customer or approved in writing for use by the copyright holder of the Media

The Customer is solely responsible for ensuring the appropriate copyright approval has been sought. 2Can Productions assumes that all information and media given by the Customer does not infringe any copyright and as such accepts no legal responsibility

4. Confidentiality

4.1 Proposal & Tender documents

Any tender proposals, initial ideas and designs created by or submitted by 2Can Productions for the purposes of or preliminary to, the Contract are the sole property of 2Can Productions and will be held in confidence by the Customer

4.2 The Service

The Customer may not divulge any information relating to the technology or technical processes underlying or comprised in the Service or to 2Can Productions' business affairs or finances and received by the Customer during or prior to the Contract period of the Service. The Customer understands that all work and discussions with 2Can Productions remain confidential and shall not at any time or for any reason discuss or permit to be disclosed to any person such information nor otherwise make use of this information.

4.3 Confidentiality Exclusions

The foregoing provisions of this condition shall not apply to any information which

- is in the public domain (or subsequently comes into the public domain) as at the date of this Contract through no fault of the Customer and not in breach of these terms and conditions.

- was already known to the Customer on the date of disclosure provided that such prior knowledge can be substantiated and proved by documentation.

- properly and lawfully becomes available to the Customer from sources independent of 2Can Productions.

5. Rights to Design & Content

5.1 Final Media Ownership

The final Media content created by 2Can Productions that makes up part or the entirety of a Website is the property of the Customer unless any amounts due to 2Can Productions or its associated partners in the form of fees, costs, or 3rd party services remain unpaid in which case the copyright is retained by 2Can Productions.

5.2 Underlying Media Ownership

The programming source code, initial designs, source media created or designed by 2Can Productions including any database procedures and other technical processes (and all intellectual property rights underlying or subsisting in any of same) remain the property of 2Can Productions.

Where applicable, 2Can Productions is and remains entitled to have a link to it's website under domain www.2CanProductions.com with appropriate logo 2Can Productions for the duration of a Service or life of the product if created by 2Can Productions. Where it is the case 2Can Productions is entitled to be acknowledged as the designers and/or programmers of the site.

5.3 Use of Final Media

Except with 2Can Productions' prior approval and consent in writing (which will only be given on terms satisfactory to 2Can Productions, acting reasonably) the Customer shall not use (nor knowingly permit such use by a third party) the final Media content created by 2Can Productions other than for Website purposes.

6. Other Provisions

6.1 Using the Service for Promotional Purposes by 2Can Productions

It is normal for 2Can Productions to indicate the Service was created/supplied by 2Can Productions with one or more hyperlinks, where applicable, on the Service provided. 2Can Productions reserves the right to use details of the Service in promotional material.

6.2 Media quality

2Can Productions can take no responsibility for the condition of any media received by the client. However, 2Can Productions will take every reasonable precaution in the handling of any media while in 2Can Productions' possession.

6.3 Definition of Website Support, Updates and Maintenance

If applicable, this includes the uploading of your web site to your web space and testing, the maintenance of your web site and limited updating & correcting of your web site information. This is will be charged at an hourly rate and does not include design or programming reconstruction.

7. Billing & Payment

Any fixed rate internet Service that requires payment on an annual or other regular basis will be payable in advance on the dates indicated within the 2Can Productions quotation or accepted tender document.

Alterations after completion of a set project will be charged at 2Can Productions' then current standard Contract hourly rate until a separate Contract or agreement is entered into. On or after these times 2Can Productions will invoice the Customer. Terms are 30 days from invoice unless specified differently on the invoice or otherwise agreed in writing

If work has commenced and the provision or completion of the Service is delayed by the Customer, 2Can Productions reserves the right to invoice for work completed up to and including that date

2Can Productions reserves the right to withhold any part or all of the Service in the event of any non-payment

8. Termination of Service

At any time this Contract may be terminated prior to completion of the Service by either party on giving at least 10 days notice to the other. The Customer shall pay all charges up to the expiry of the notice. The Customer's notice does not avoid any other liability for Service already provided

10. Matters beyond 2Can Productions' reasonable control

2Can Productions is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure (meaning circumstances or contingencies beyond 2Can Productions' control which prevent or hinder the performance by 2Can Productions of any of its obligations under the Contract), war, disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, failure by connected carriers or warehouse services

11. Liability

In performing any obligation under this Contract, 2Can Productions' duty is only to exercise reasonable care and skill when providing Services

2Can Productions cannot be held responsible in any way for the popularity, success and/or use of it provided Services or products.

2Can Productions cannot be held responsible for the accuracy or relevance of any Media used in the provision of the Service

The Customer acknowledges that 2Can Productions has no control over the information transmitted via the Service and that 2Can Productions does not examine the use to which the Customers put the Service or the nature of the information they are sending or receiving. 2Can Productions hereby excludes all liability of any kind for the transmission or reception of information of whatever nature

The Customer shall indemnify and hold harmless 2Can Productions against losses, liabilities and expenses of whatever kind which 2Can Productions may sustain, incur or pay and arising out of, or otherwise attributable to

- access to and/or use of, the Service or the Internet by any Customer
- any information, data or material produced, transmitted or downloaded by any Customer
- any breach by the Customer of any of the provisions of this Contract or of any law, code or regulation relating to this Contract or the Internet or users thereof
- any breach of copyright or trademark laws relating to Media provided by the Customer

2Can Productions undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus

2Can Productions is not liable in Contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever

Except as stated above 2Can Productions makes no warranty as regards its Service and will not be responsible for any damage allegedly suffered or claimed by the Customer for any reason including but not limited to loss of data, wrong or non deliveries and service interruptions

12. Variation

The Company reserves the right to vary these terms and conditions as a result of changes required by its insurers, operation or administration problems, new legislation, statutory instruments, Government regulations or licenses. These Conditions may not otherwise be varied or waived except by express written agreement between both parties

13. Law

The operation of these terms and conditions, shall be governed in accordance with the laws of England and Wales