

# MAC.NETWORK Terms & Conditions

## 1. INTRODUCTION

This document explains our obligations to you, and your obligations to us in relation to your use of our Services. By ordering Services from MAC.NETWORK you are agreeing to the following terms and conditions. All such Services provided by MAC.NETWORK to the Customer are subject these terms and conditions.

## 2. SERVICES

Services provided by MAC.NETWORK will comprise either: (i.) The Services detailed in the published list of services offered by MAC.NETWORK from time to time and made available through their Internet web site, ([www.macnetwork.co.uk](http://www.macnetwork.co.uk)) or other associated web-sites; OR (ii.) Such other Services, offered by MAC.NETWORK from time to time, not described in the published list of services, but detailed in a separate written proposal prepared by MAC.NETWORK and submitted to the Customer; OR (iii.) Such other Services, offered by MAC.NETWORK from time to time, not described in the published list of services, but outlined in verbal discussions between the Customer and MAC.NETWORK and confirmed by a subsequent order. The specific Schedule of Services to be provided initially to the Customer shall be as detailed above and thereafter as established through correspondence between Customer and MAC.NETWORK.

## 3. FEES AND PAYMENT

MAC.NETWORK may at any time amend the Services and/or the rates and fees it charges for Services. All fees rendered or provided to the Customer shall be in accordance with either: (i.) The price list then in effect and detailed in the published list of services offered by MAC.NETWORK from time to time and made available through their Internet web site or other associated web-sites; OR (ii.) The price quoted in a separate written proposal prepared by MAC.NETWORK and submitted to the Customer; OR (iii.) The price quoted in a verbal discussion between the Customer and MAC.NETWORK and confirmed by a subsequent order.

The Customer will receive a notification/invoice for Services provided by MAC.NETWORK plus any additional services and any other charges or fees then due. Unless otherwise agreed in writing, payment in full of such invoiced amount is due upon receipt of the notification/invoice. Should payment in full of any invoice not be received by MAC.NETWORK within 30 (thirty) days after the date of invoice, MAC.NETWORK may impose a debt service charge equal to four percent above the current published base lending rate of Barclays Bank PLC, for the overdue balance - for each month or fraction thereof, that the overdue amount remains unpaid. In the event that any amount due to MAC.NETWORK remains unpaid 30 (thirty) days after presentation of a notification/invoice to the Customer, MAC.NETWORK, in their sole discretion, may immediately terminate and/or withhold or suspend services.

## 4. REFUNDS

No refunds will be given to a Customer for Services agreed to be provided.

## 5. WEBSITE CREATION - CONTENT & CUSTOMER RESPONSIBILITY

Where the Services relate to content creation or electronic conversion or publication by MAC.NETWORK, the Customer will be responsible for making available all agreed source material and will ultimately be responsible for proofing and checking any delivered content. Following acceptance by the Customer, MAC.NETWORK will not be responsible for any errors or omissions in converted or published material. MAC.NETWORK will exercise no control whatsoever over, nor have any responsibility or liability for the content of the information contained on web sites, e-mail or any other media provided by a Customer and hosted or passing through any computer network utilized by MAC.NETWORK.

## 6. NO WARRANTY

The Customer agrees to use any information obtained through MAC.NETWORK at the Customer's own risk. MAC.NETWORK reserve the right to utilize a range of third party service providers and related services as part of the Services provided. MAC.NETWORK will not be responsible for any loss or damages caused by any failure of a third party provider.

## 7. INDEMNIFICATION

The Customer shall defend, indemnify, save and hold MAC.NETWORK harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable legal fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against MAC.NETWORK, its partners, agents, customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by Customer, its agents, employees or assigns or any product distributed, offered or sold by Customer, its agents, employees or assigns.

## 8. NOTICE

All notices must be sent either in writing or by e-mail. All notices to MAC.NETWORK shall be delivered to its fax or its e-mail address as provided. All notices to the Customer shall be delivered to its fax or e-mail address as provided by the Customer. The parties may change their respective address by notice delivered to the other party.

The Customer is deemed to have agreed to these terms and conditions, when commencing use of any of MAC.NETWORK's services.

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