



Website and Web Hosting Terms of Service

Updated: 2 November 2022

1. Introduction

Welcome to our web design and web hosting services! These terms of service (the "Terms") set forth the legally binding terms and conditions for your use of our web design services (the "Services"). By using our Services, you agree to be bound by these Terms.

2. Description of Services

Our Services consist of the design, development, and implementation of custom websites for our clients. Our Services may include, but are not limited to, the following: website design, development, hosting, maintenance, and any other related services as mutually agreed upon by you and our company.

3. Client Responsibilities

As a client of our Services, you agree to provide us with all necessary information, materials, and content for the completion of your website. This includes, but is not limited to, text, images, logos, and other branding materials. You are responsible for obtaining all necessary permissions for the use of any proprietary materials included in your website.

4. Payment Terms

Our fees for the Services will be as agreed upon between you and our company. All fees are due and payable in accordance with the payment schedule agreed upon between you and our company. In the event that payment is not received by the due date, we reserve the right to suspend or terminate the Services.

5. Intellectual Property

You retain all intellectual property rights in and to any materials provided by you to us. We retain all intellectual property rights in and to any work product developed by us in connection with the Services, including any custom website design, code, graphics, and other related materials. It is your responsibility to ensure that the content you publish on your site does not infringe on the copyrights of others. Copyright infringement occurs when you use or reproduce someone else's copyrighted work without permission, which can result in legal consequences, including fines and lawsuits.

6. Confidentiality

We acknowledge that in the course of providing the Services, we may receive confidential information from you. We agree to keep all such information confidential and to use it only for the purpose of providing the Services.

7. Retrieval of Information from 3rd party vendors

Furness Websites Ltd is a web development company that may require access to third-party accounts to create API keys for services such as Stripe and Google Cloud. These API keys are necessary to allow us to integrate these services into your website or application and enable certain functionalities.

Please be assured that we take the security and privacy of your information seriously, and we will only access your accounts for the purpose of creating the necessary API keys. We will not use or share your login credentials or any other personal information with anyone else without your explicit consent.

However, please note that by providing us with access to your third-party accounts, you are assuming the risk that any information contained within those accounts may be accessible to us. It is your responsibility to review and understand the privacy policies and terms of service of these third-party services.

By proceeding with our services and providing access to your third-party accounts, you acknowledge and agree that Furness Websites Ltd is not liable for any damages, losses, or unauthorised use of your information that may occur as a result of providing such access. You also agree to hold Furness Websites Ltd harmless from any and all claims or damages arising from your use of our services or the services of the third-party providers.

If you have any questions or concerns about our use of third-party accounts to create API keys, please do not hesitate to contact us.

8. Limitation of Liability

In no event will our company be liable to you for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with the Services or these Terms, including, but not limited to, damages for loss of profits, business interruption, or loss of data. Our maximum liability to you arising out of or in connection with the Services or these Terms will not exceed the total fees paid by you for the Services.

9. External Domain Names

When you register a domain name, it's usually done through a domain registrar like GoDaddy, Namecheap, or Google Domains. The domain registrar keeps track of where your domain name points to, which is usually the IP address of the web server that hosts your website.

In order to point your domain name to a new web hosting service, like Furness Websites, the domain registrar needs to be updated with the new IP address of the web server that will be hosting your website. This is typically done through the domain registrar's DNS (Domain Name System) settings.

DNS settings essentially act like a phonebook for the internet, translating domain names into their corresponding IP addresses. When someone types in your domain name in their web browser, the DNS system looks up the IP address associated with that domain name and directs the user to the appropriate web server.

So, in order for Furness Websites Ltd to host your website, they may need to access the DNS settings of your current domain registrar to update the IP address associated with your domain name. This will ensure that when someone visits your website, they are directed to the correct web server where your website is hosted.

10. Definition of a Website

A custom-built website from Furness Websites Ltd is a website designed and developed specifically for a client using a theme that is built around a Content Management System, such as WordPress. The theme used for the website is proprietary and owned by Furness Websites Ltd, and the client is not allowed to distribute, copy, or resell the theme. Additionally, the client is not permitted to alter the footer hyperlink for furnesswebsites.com, which serves as credit to the company for their work on the website.

The design and functionality of the website, including the scripts used, also remain the property of Furness Websites Ltd and are protected by copyright law. This means that the source code and scripts used in the website cannot be used or modified by the client or anyone else without the express permission of Furness Websites Ltd. The client is only licensed to use the website as it is provided to them, and any unauthorised modification or use of the code can result in legal action. This protection ensures that Furness Websites Ltd retains control over the design and functionality of their work and prevents the unauthorised use of their intellectual property.

Definition of a Website continued.

The client is also not allowed to alter the footer hyperlink for furnesswebsites.com, which serves as credit to the company for their work on the website. In addition, Furness Websites Ltd retains the right to terminate web services without any liability to the company. This means that the company has the right to stop providing web services to the client at any time without being responsible for any consequences that may result from this decision. The client is solely responsible for backing up their website data and ensuring they have a backup plan in case the web services are terminated by Furness Websites Ltd.

11. Termination of Website

Either party may terminate the website services at any time by giving written notice to the other party. Upon termination, you will be responsible for payment of any fees due for the services performed up to the date of termination. If the hosting services are terminated and the client is using the 1-year free Web Hosting Services included with a website new build, the client can request a copy of the backup of the theme within 1 month from the date of termination. To receive the backup file email the request to admin@furnesswebsites.com

12. Refund Policy

Custom website builds and graphic design services are non-refundable because they involve a significant amount of time, effort, and resources to create a unique and custom product tailored to the specific needs of the client.

The process of creating a custom website or graphic design involves multiple stages of consultation, design, development, and revisions. These stages require the input of the client to ensure that the final product meets their specific requirements and preferences. This process also involves the work of skilled professionals, including designers, developers, and project managers, who invest a significant amount of time and expertise in creating a custom product.

Due to the custom nature of these services, it is not possible to resell or repurpose the work done to fulfil a client's request. Additionally, the effort and resources invested in the project are not recoverable, as they have been devoted to the specific project.

For these reasons, it is standard practice for custom website builds and graphic design services to be non-refundable. Clients are typically required to pay a deposit or milestone payments during the project, and the final payment upon project completion, which signifies their agreement to the non-refundable nature of the service.

13. Termination of Web Services with Furness Websites Ltd

This disclaimer serves to inform all users of the Furness Websites Ltd web services that the company reserves the right to terminate these services at any time and without prior notice, in the event of a breach of contract, violation of terms of conditions, breach of a verbal agreement, online abuse, or any other cause that results in business interruption from written dialogue.

Please note that Furness Websites Ltd takes all such breaches seriously and will take appropriate action to protect its business, customers, and partners. The company will not be held liable for any damages or losses resulting from the termination of web services, and it is the responsibility of the user to ensure that they are in compliance with all terms and conditions set forth by Furness Websites Ltd.

By using the web services provided by Furness Websites Ltd, users agree to abide by all terms and conditions outlined in the agreement and understand the consequences of non-compliance. If you have any questions or concerns, please do not hesitate to contact Furness Websites Ltd by email admin@furnesswebsites.com

14. Prohibited use of Tools and Software

The use of website copying tools, such as Httrack, Website Migration Plugins, or any other similar software, is strictly prohibited on Furness Websites Servers without prior written consent. This policy applies to all users of the server, including website owners, administrators, and visitors.

One important reason for this policy is that Furness Websites may have used 3rd party licensed plugins that are only licensed to Furness Websites Ltd. These plugins may contain proprietary code, which is protected by copyright and intellectual property laws. If you use these tools to copy content from Furness Websites Servers without permission, you may be infringing on the intellectual property rights of the plugin developer and potentially exposing yourself and others to legal action.

Additionally, the use of website copying tools can pose security risks to both the server and its users. For example, these tools can be used to copy sensitive data, such as user login credentials or payment information, which can be used for malicious purposes. In some cases, copying a website can also cause unintended consequences, such as exposing private information, disrupting the server's functionality, or causing a denial-of-service attack.

In conclusion, the use of website copying tools, including Httrack, Website Migration Plugins, or any other similar software, is strictly prohibited on Furness Websites Servers without prior written consent. This policy is in place to protect intellectual property rights, prevent security risks, and maintain the integrity of the server. If you need to copy or mirror content from Furness Websites Servers, you must obtain permission from the server owners or administrators before doing so.

15. Web Hosting Services

"Furness Websites Hosting Services" are non-refundable, which means that once you have purchased our hosting services, we are unable to provide you with a refund if you decide to cancel. This is because we start incurring costs as soon as you purchase the service, and it is not possible for us to recover these costs if you decide to cancel.

In addition, any included "Web Hosting" for the 1st year that is included with a new website build can be terminated at any time without a refund if we determine that the service is being misused, if there is any act of defamation or if there is any act of assault towards our company or its employees.

At Furness Websites, we take our hosting services seriously and expect our customers to use our services responsibly. We will not tolerate any misuse of our services, defamation, or assault towards our company or employees. In such cases, we reserve the right to terminate the hosting service without notice and without providing a refund.

We believe that it is important to maintain a positive and respectful relationship with our customers, and we expect the same from them. If you have any questions or concerns about our hosting services or our policies, please do not hesitate to contact us. We are always happy to help and committed to providing high-quality hosting services to our customers.

16. General Terms

These Terms, together with any additional terms to which you have agreed, constitute the entire agreement between you and our company with respect to the use of the Services. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.