



# Terms & Conditions

Last Updated: 30/03/23

## 1. Introduction

### 1.1 DEVCHIEF LTD

DEVCHIEF LTD is a registered private limited company within the United Kingdom, with the company number 12654692. DEVCHIEF LTD operates as a Digital Agency company.

### 1.2 Terms & Conditions

The Terms & Conditions (hereinafter may be referred to as “terms” and/or “document”) is written as a legally binding contract between DEVCHIEF LTD (hereinafter may be referred to as “our”, “us”, and “we”) and all customers, visitors, and/or viewers of this document (hereinafter may be referred to as “you”, “your”, “their”, “those”, “them”, and “they”). This document is a necessary element of our brand, work, business, service(s) and trade. If for any reason you do not accept the contents outlined in this document in part or full, you must terminate all forms of access to and from us. This termination of access includes but is not limited to, websites, applications, software and digital contents, as well as all forms of communication means such as but not limited to email, telephone, text messaging, third-party communication software and in person. If you retain access, attempt to trade and/or initiate business, start or renew contract(s), you represent that you have read, understand and accepted the Terms & Conditions.

If at any point of time you breach these terms, service(s), or contract(s), your hired services and/or trading may be immediately terminated without our liability, responsibility or compensation. If the extent of your breach is illegal, you will be reported to the enforcement authorities. We carry out our business safely and legally under the governing Laws and Acts of the United Kingdom. We demand that your intent with us is also equivalent.

The services we provide are chiefly digital based or those affecting online presence. The services can be tallied within 3 categories; Digital Marketing, Graphic Services and Web Design. All services we provide require a ‘contractual agreement’ between us and the client. We are pursuant to the descriptors set down within this contractual agreement in combination with the Terms & Conditions. The descriptors in the contractual agreement are primary whilst this document is secondary in importance and effect. We may denote any service contract as “signed”, a binding and necessary reference which indicates the acceptance of a service and/or the initializing of the service via payments or deposits, or the completion of a service, or the agreement of a condition and/or change of services. This reference can be in the form of a signature or confirming statement via communication means such as email, third-party software and text messaging, verbally or digitally.

### 1.3 Subject to change

This document, our website contents, branding and logo, are subject to change at any point of time, and we reserve the right to do so without permission. You acknowledge that any typographical, grammatical or syntactical errors within this document, contractual agreement and/or our website

does not change the integrity or meaning of the whole, which is decided by us. Furthermore, we cannot be held responsible or liable for any misunderstandings. We urge that you contact us for clarification if necessary, and also before engaging in any business, trade or work with us. We hold the right to notify those who are subject to the terms through our own means. We primarily use this document to notify the last change date, located at the top labelled "Last Updated:". If in the event that varying versions of this document clash or contradict each other in part or full, the latter most recent version shall prevail in effect unless we explicitly state otherwise.

#### 1.4 Definitions & Abbreviations

We may sometimes use abbreviations in relation to digital activities, terms and phrases. This may be in the form of technical terms that indicate a different meaning unless the context otherwise deems it so. There are also exclusive terms used within our contractual agreements to describe the types of services and methods we conduct our operations upon. We have defined those actively in use below.

- Administrative access – refers to the access of administrative functions and tools found within a restricted area of the website.
- Backend access – refers to the access of server functions, tools and management within a restricted area of the website.
- Backlinks – a Search Engine Optimization reference to any and all hyperlinks or traffic (or inbound links) from another website to the client's own.
- Boilerplate – refers to a unit of code, script or pre-made content that can be re-used.
- Brute-force – a method which consistently attempts at different passwords to ultimately guess correctly.
- Business listings – refers to all search engine business directories and the listings of businesses in relation to the client's niche or brand.
- Copyright – refers to the ownership of rights and control, over the use and distribution of, works and services.
- cPanel access – refers to a specific web hosting control panel service which provides graphical user interface to manage server, hosting and web design related tasks.
- DDoS attack – Dedicated Denial of Service attack, a method where a network is flooded with packets to bring it down, from multiple locations.
- DNS access – refers to the control and management of the 'Domain Name System' settings, which impact the domain address' destination.
- Domain address – refers to a unique name used as a means to access a server (or website).
- DoS attack – Denial of Service attack, a method where a network is flooded with packets to bring it down, from a singular location or point.
- eCommerce – refers to websites which are able to sell goods, services or digital products over a website.
- Framework – refers to real or conceptual structures or scripts that allow programmers to build from.
- Front-end – refers to the development of elements and aspects of a website that will be primarily seen by front end users like visitors and clients.
- FTP access – refers to 'File Transfer Protocol' and is a means to transfer files or access a server digitally.
- Keywords – a Search Engine Optimization reference to words and phrases targeted by the client.

- Meta-tags – a Search Engine Optimization reference to an element providing data about the page or content to search engines and website visitors.
- Nameservers – refers to the translation of domain names into IP addresses.
- Organic advertisement – refers to a means of digital marketing without additional costs that are outside of our service costs.
- Promoted advertisement – refers to a means of digital marketing with additional costs that are outside of or within our service costs.
- Scripts – a sequence or program of instructions that are carried out.
- Search engines – refers to a software that identifies websites within a database and list them in a systematic way.
- Software – programs operating information or a purpose.
- SSL – refers to ‘Secure Sockets Layer’, a cryptographic protocol which encrypts data and communication over networks, websites computers.
- Web Hosting – refers to a service of providing and maintaining space for files in relation to websites.

## 2. Digital Marketing

### 2.1 Search Engine Optimization

Search Engine Optimization is a Digital Marketing method used to increase the exposure and ranking of client’s website within search engines using intended targets and words. This increases the targeted traffic towards the desired website. The methods of which this is accomplished may include but is not limited to the list below.

- Inputting content relevant to client’s website or brand, on the website.
- Researching keywords, phrases and sentences appropriate to client’s website or brand.
- Research and analysis on keywords, phrases and sentences from social media and search engine business listings appropriate to client’s website or brand.
- Creation of pages and blog posts with relevant content to client’s website or brand.
- Usage of meta-tags within pages and content.
- Creation of backlinks in necessary directories and contents.
- Using organic and promoted advertisement methods to enhance traffic towards client’s website.

Clients must respect the work processes during SEO methods, and also acknowledge the following listed below.

- All fees are non-refundable once 24 hours surpasses the point of time for when the contract is signed by the client.
- Clients must provide the full payment for the SEO services upfront as this is an active service that begins immediately.
- We have no direct control over the policies and conditions of search engines.
- We have no direct control over visibility and traffic flow of search engines.
- We cannot guarantee any positioning or ranking of search engines.
- We cannot be held responsible or liable for the amounts and types of traffic towards client’s website or brand.
- Clients must provide all relevant information regarding their website or brand.

- Clients must provide administrative access, backend access or reports using their access, to the website for analysis, development and modification. This access may extend to tools in relation to traffic and marketing.
- Clients must allow access and permission to submit textual content or modifications to templates, pages, posts and all relevant content which effects traffic.
- Clients must not revoke access to our service's work processes during our active SEO processes.

Failure of acknowledgement and/or commitment of these work processes may affect the results of our SEO methods, or disable us from continuing all together. In such cases, we cannot be held liable or responsible, and will not owe a refund to the client.

## 2.2 Social Media Optimization

Social Media Optimization is a Digital Marketing method used to increase the exposure and digital presence of client's website, brand and predominantly social media. This increases the targeted traffic towards client's website, social media profiles, business or brand. This method increases client's presence across social media platforms. The methods of which this is accomplished may include but is not limited to the list below.

- Re-branding the images and visual content within social media.
- Updating or creating the correct descriptors and textual content within social media.
- Posting relevant content to increase platform activity.
- Increasing follower count and traffic in the desired areas.
- Increasing usage of relevant hash tags and key words in posts, descriptors and visual content.
- Usage of story sharing and story highlights.
- Responding to reviews and comments in a relevant and professional manner, when we are able to do so.
- Responding to messages in a relevant and professional manner, when we are able to do so.

Clients must respect the work processes during SMO methods, and also acknowledge the following listed below.

- All fees are non-refundable once 24 hours surpasses the point of time for when the contract is signed by the client.
- Clients must provide the full payment for the SMO services upfront as this is an active service that begins immediately.
- Clients must not revoke access to our service's work processes during our active SMO processes.
- Clients must not interrupt or change any content we post or work processes we are committing to.
- We have no direct control over the policies and conditions of social media platforms.
- We have no direct control over visibility and traffic flow of search engines.
- We cannot guarantee the number of followers or activity over social media accounts or platforms.
- We cannot be held responsible or liable for the amounts and types of traffic towards client's social media accounts or platforms.
- We are authorized to use client's pictures, contents, logos, visual contents, web site images, and any other relevant data regarding the client, or their brand, in our work process.

- We are not responsible or liable for any unwarranted access onto social media accounts and platforms. We recommend clients allow us and themselves to be the only access to these accounts and platforms.
- We are not responsible or liable for any activity carried out on social media platforms.
- We are not responsible or liable for any messaging and review-based activity carried out on social media platforms.
- Clients acknowledge that we can only respond to messages whereby we know the answer according to the relevant content and information provided to us by clients.
- Clients acknowledge that we can only respond to reviews using messages out of a pool of similar fixed pattern, pertaining towards the review itself and according to the relevant content and information provided to us by clients.

Failure of acknowledgement and/or commitment of these work processes may affect the results of our SMO methods, or disable us from continuing all together. In such cases, we cannot be held liable or responsible, and will not owe a refund to the client.

### 3. Graphic Services

Graphic services are those in relation to visual and digital media, artwork and designs. They vary in type, size, format and purpose. Due to the variation, it is not possible to list all possible graphic services.

Clients must respect the work processes during graphic service(s) creations, and also acknowledge the following listed below.

- All fees are non-refundable once 24 hours surpasses the point of time for when the contract is signed by the client.
- Clients must provide a security deposit before the service process begins, which is 50% of the total value of service. This deposit cannot be refunded once 24 hours surpasses the point of time for when the contract is signed by the client.
- Clients understand that we may require clients to fulfil the entire amount of the service, without a security deposit, should we feel it necessary.
- Clients must provide eligible, high quality, high resolution, and accessible content if deemed necessary by ourselves.
- Clients must not revoke access or otherwise interrupt the work process of our services. This includes access to cloud-based storage services such as but not limited to Google Drive, MEGA or Dropbox.
- Clients must provide an accurate and reliable information regarding their graphic design desires.
- Clients may be requested to provide examples of the type of graphic service they are looking for if we fail to understand their text-based information and requirements.
- Clients must present all necessary information about the format and size of the graphic design service(s) before the work process begins, if they require it to be non-standard or specific.
- Clients cannot re-sell or re-distribute any content or graphic design we have made.
- We cannot guarantee positive effects of our graphic services upon client's niche or brand.
- We cannot be held responsible or liable for any unwarranted purposes, desires or intentions clients have whilst using or representing the graphic designs we have made for them.

- Clients acknowledge that there is a support period of 14 days after a graphic service has been carried out for any support or changes to the original material or content once the service has been completed.
- Clients acknowledge we cannot re-create or copy designs or content, copyrighted by another provider, and that we do not accept legal liabilities or copyright infringements on their behalf.

Failure of acknowledgement and/or commitment of these work processes may affect the results of our graphic service(s) creations, or disable us from continuing all together. In such cases, we cannot be held liable or responsible, and will not owe a refund to the client.

## 4. Web Design

### 4.1 Introduction

Web design (and 'development') services are in relation to the creation of a website, based off the descriptors and requirements received from a client in relation to the visual, informational and commercial aspects. While most of our commitment is towards the front-end of a website, we do also provide other services such as but not limited to eCommerce websites, private websites running a software or script, and data-based systems accessible through a domain address. Due to this variation, we commit to the descriptors and requirements set down in the contract between us and the client. We may contribute to other needs of the client in relation to the website, if they do not exist in the contractual agreement and the client is directly requiring our support. Should such commitments take place, we cannot be held liable or responsible for any resulting effects or legal implications. However, we are primarily focused on pursuing the contractual agreement.

The technical aspect and information regarding the structure, building and work process of the web design service is not discussed with the client. The programming languages we use differ, as well as the techniques, software, scripts, and design aspects, as they are based on the client's needs. The client may choose to express their desire for their website to be built on a specific platform, model, framework, and/or language. We are not obliged to carry out the technical side and work processes in the way the client demands if they are not specified in the contractual agreement. If the client neglects this information within the said contract, we will choose the appropriate manner in which the web design service is completed. We may choose to use a pre-made template for convenience, which is a base for us to start from and finish based off the client's niche. This pre-made template may be from our own directory of builds or purchased through a third-party on behalf of the client. The client will assume ownership over any pre-made template through third-party companies. We do not resell the premade template, but simply acquire it on behalf of the client.

Web design services require a method of web hosting and domain address. These are necessary aspects for websites to be accessible. We are not a web hosting service and domain provider, and do not provide them as an internal service. Nonetheless, we do provide an accompanying care service for Web design services (outlined in 4.2 Supplementary Support). If the client chooses to carry out their own means of web hosting and domain address, we will simply provide the web design files and content digitally. The client accepts ownership over the Website content and files, if there are no arrears or balances to be clear and the service is completed.

We may choose to offer a boilerplate Terms & Conditions and Privacy Policy to the client within the Web Design services, in the form of a digital document and web page. These are standardised documents aimed at a basic level of coverage over the website. There may be alterations made within the contents of the document(s), to be better suited to the client's niche. While we commit to

the utmost standards of legality and legitimacy, we cannot assure legal protection, complete regulations, and protection of any kind for the client or their customers. We are not a law firm nor present ourselves as a company pursuant to online legal documentation or representation. This service is purely to cover all standardised expectations of web pages within web sites. We cannot be held liable or responsible for any events arising from these accompanying services.

Clients must respect the work processes during website design and development services, and also acknowledge the following listed below.

- All fees are non-refundable once 24 hours surpasses the point of time for when the contract is signed by the client.
- Clients must provide a security deposit before the service process begins, which is 50% of the total value of service. This deposit cannot be refunded once 24 hours surpasses the point of time for when the contract is signed by the client. The rest of the total value of the service minus the deposit amount must be completed during the completion process (outlined in 5.3 Completion of Service).
- If clients fail or reject to pay the rest of the deposit amount during the completion process, the services will be halted. The services may be permanently suspended if client's failure or refusal of payment continues on over 168 hours (or 7 days).
- Clients must provide us with all necessary and accurate information, visual content, final ideas, brand information and official graphic files, before the work process begins.
- Clients acknowledge that if they do not provide us with the necessary and accurate information outlined in the above point, the start and finish times will be delayed and the website may take longer to create. In such cases, we cannot be held liable or responsible for this delay.
- We are authorized to use client's pictures, contents, logos, visual contents, web site images, and any other relevant data regarding the client, or their brand, in our work process.
- Clients must respect our start and finish dates. These will be outlined in the contract between us and the client.
- Clients must provide us with the necessary access for the competition of the website. This may include but is not limited to FTP access, DNS access, cPanel access, and web server settings.
- Clients must not revoke access or otherwise interrupt the work process of our services
- Clients must respect our work processes and the chosen platform, language and order of the website.
- Clients cannot re-sell or re-distribute any content or web design we have made.
- We cannot guarantee positive effects of our web design services upon client's niche or brand.
- We cannot be held responsible or liable for any unwarranted purposes, desires or intentions clients have whilst using or representing the web designs we have made for them.
- Clients acknowledge that there is a support period of 28 days after a web design service has been carried out for any support or changes to the original material or content once the service has been completed. If supplementary support service is in effect, clients will have support until this service is stopped.
- Clients acknowledge we cannot re-create or copy, web designs or content copyrighted by another provider, and that we do not accept legal liabilities or copyright infringements.

- Clients understand that we will only commit to the information agreed to within the contract and nothing outside of that. If clients are expecting anything outside of this, they must express it before signing the contract.
- The clients must represent a clear and concise information within the contract. We may choose to accept information outside of this contract should we believe it is important to our work processes and the final product of the web design.

Failure to acknowledging these work processes may affect the results of our web design methods, or disable us from continuing all together. In such cases, we cannot be held liable or responsible, and will not owe a refund to the client.

## 4.2 Supplementary Support

Supplementary support is an accompanying service, as a provision to Web Design services, that clients may choose to adopt. Supplementary support is not a necessary provision we require clients to take. We have detailed the provisions of Supplementary Support below.

- Hosting the website using our own acquired web hosting service via third-party companies.
- Updating DNS and Nameservers accurately, or alternatively acquiring a domain address for the client. In the event that we purchase the domain, we will assume ownership. We may choose to pass this domain ownership onto the client for an additional fee and if there are no existing balance arrears.
- Handling and management of website's technical aspects. This includes updating software, scripts, databases and emails.
- We provide an internal email service within our web hosting service, and can create up to 20 email addresses by default. We may choose to exceed this limit. This includes technical maintenance of the emails. We may charge additional fees to install these emails onto computers, servers and mobile devices.
- Updating front-end content that clients cannot directly manage. We may choose to charge any requests for front-end content changes that clients can manage but cannot perform adequately due to a lack of knowledge. Clients acknowledge that this support does not include brand-new content and web pages. This means our support is limited to the content that already exists, which was created by us, and agreed upon by the client at the end of the work process. In most cases, we choose to support clients with minor changes and updates if it impacts their business, even though we are not legally required to do so according to this document but due to our own will. Further creation of content and web pages may be charged with an additional fee.

If clients choose to host their own website and domain address, we will provide an initial 28 days of Supplementary Support after the service has been signed and completed. This is known as the 'grace period'.

## 5. Service Terms

### 5.1 Amendments & Expectations

Amendments of Website services can only be carried out if they are under the grace period or the Supplementary Support is active. The time lapse for the grace period starts from the point when a service has been carried out, completed and signed by the client. Clients acknowledge that amendments must be made within this grace period. We are not responsible or obligatory to commit amendments after this period, but may choose to do so.



Amendments towards Digital Marketing services can only be carried out while the service is active and has no active outstanding arrears.

Amendments of the Graphic services can only be carried out if they are under a grace period, which expires after 14 days. This time lapse starts from the point when the service has been carried out, completed and signed by the client. Clients acknowledge that amendments must be made before or within this grace period. We are not liable or required to carry out amendments after this period, but may choose to do so.

Clients acknowledge that amendments can be made within reason and if they are feasible. We cannot assure that all requests of changes can be carried out. We may not be able to carry out an amendment should it render the service unfinishable or in an infinite time loop. Requests for changes must pertain to the length of time taken to finish the service at hand and/or not extend the service on without a fixed concluding point of time. The reasons for this will vary and therefore cannot be expressed in its entirety. We will inform clients if an amendment is not available and may choose to offer alternatives means. Clients accept that not all amendments can be carried out and that we are pursuant to the contractual agreement. We cannot be held liable for any amendment requests that cannot be completed.

While we offer a great range of services, we cannot offer solutions for all expectations and clients must acknowledge that there are limiting aspects of our digital services. We cannot guarantee a specific or desired increase in sales, profit, traffic or reputation via any means whatsoever. We are pursuant to the descriptors set down in the contractual agreement. We cannot guarantee any results that the client is expecting outside of what we can promise them in the contractual agreement. We cannot be held liable or submit a refund if the client's expectations were not met by the results if they have signed the completion of service.

## 5.2 Service Lengths

The time period of which a service is started and expected to be finished is outlined within the contractual agreement. We are pursuant to the time periods and service lengths defined in the descriptors of the contractual agreement.

Clients understand and accept our work processes which may affect the service lengths, and acknowledge the factors listed below.

- Clients must provide us with all necessary and accurate information, visual content, final ideas, brand information and official graphic files, before the work process begins.
- Clients acknowledge that if they do not provide us with the necessary and accurate information outlined in the above point, the start and finish times will be delayed and the website may take longer to create. In such cases, we cannot be held liable or responsible for this delay.

## 5.3 Completion of Service

The completion of service marks the point of time when our work process and/or project is finished and handed over to the client. During this completion period, we require any outstanding balances and remaining total from the deposits to be finalized and completed. For Graphic Services and Web Design that we provide, it also marks the point of time for which the support grace period begins. This completion will be validated by the client verbally or digitally via communication means such as email, messaging using third-party software, or text messaging. If the client fails to respond within 48 hours to our initial completion message via the mentioned means, we will assume that they are

happy with the services and will mark the completion of the service. We cannot be held liable for client's neglect or failure to reply or further communicate with us.

## 6. Payments, Deposits & Refunds

### 6.1 Payments

Payments for services are accepted via the online gateways PayPal and/or Stripe, or directly via bank transfer. We offer a direct debit alternative using the online gateways PayPal and/or Stripe. In such cases, we do not handle or store direct debit details of clients. We cannot assume responsibility or liability in such cases. We may choose to offer alternative methods such as cash. The bank details are made available to clients when the payment is in pending status or via email. We are not liable or responsible for any payments or transfers to an account that does not belong to us, and the balance of the service will continue to be outstanding in such cases. Payment invoices are delivered digitally via email.

Payments of invoices must be made before or on the invoice due date. Failure to complete these payments within 168 hours (or 7 days) after the invoice due date may result in permanent suspension of services and an additional fee. The fee interest rate is calculated at 5% of the total invoice value. If the given time period is exceeded without a successful total payment, we hold the right to void services and cease client's access to all services. We are prepared to offer payment plans if we choose for clients who are unable to complete the entire total value of the invoices and additional fees. We cannot be held responsible or liable in such cases. We hold the right to take legal action or escalate the matters onto a debt collections agency should we deem it necessary.

### 6.2 Refunds & Cancellations

Refunds are only possible if 24 hours has not surpassed in relation to the point of time for when the contract was signed by the client, or if we choose to stop a service on our own accords. Under the Consumer Protection Distance Selling Regulations 2000, we have no legal obligations to provide any refunds if clients decide to cancel a service after the stated hours have surpassed.

Clients are able to request cancellations of services or products we provide within a given time period and if the correct conditions are met. These varying time periods and conditions are outlined below:

- Clients understand that Website service cancellations halt the work process resulting in an unfinished product which cannot be delivered until the service is completed and paid for (outlined in 5.3 Completion of Service). In such cases, and if 24 hours have surpassed the point of time when the contract is signed, a refund is not possible when cancelling.
- Clients understand that Graphic service cancellations halt the work process resulting in an unfinished product which cannot be delivered until the service is completed and paid for (outlined in 5.3 Completion of Service). In such cases, and if 24 hours have surpassed the point of time when the contract is signed, a refund is not possible when cancelling.
- Clients understand that any requests for the work we have done for Website and/or Graphic services up until the point of time of the cancellation will be denied. In such cases, we will demand the rest of the payment before we can submit anything to the client.
- Clients understand that Digital Marketing cancellations can only be approved if the next billing due date has not surpassed. If clients request a cancellation after the billing due date, the next billing month must be paid in full.
- Clients acknowledge that cancellation processes require any outstanding balances, arrears or additional fees that exist.

- Clients acknowledge that cancellation of any longitudinal contractual services require the entire period of the contract payments to be made in full.
- Clients acknowledge for Website cancellations that any templates, scripts, third-party material or products we have used in case of design, placeholders or content filling may require licensing that they need to acquire. In such cases, we cannot be held liable or responsible for subsequent legal occurrences.
- Clients understand that they must provide us with the necessary information and content requested or required for a service. If clients fail to provide, we will attempt to communicate with them three times before initiating a grace period of 28 days – marks the point of time when an unfinished service cannot be continued and clients are failing to communicate with us. If the specified days surpass, we will assume the client is no longer interested in our services. All unfinished services and work processes will be halted and/or cancelled. In such cases, a refund of the security deposit is not possible. We cannot be held liable or responsible in such matters.

If the client acts without accordance to the outlined list above, we may choose to deny access to any services, products, and/or content to and from the client. This denial also extends to the possibility of a refund.

## 7. Availability

Clients acknowledge that our own website, the websites under our Supplementary Support services, products or services that we provide, may become unavailable at certain points of time. This is because of but not limited to downtime, maintenance, updates or malicious attacks. Clients understand that this unavailability is either necessary or not directly caused by us. We do not warrant any losses or hold liability due to this unavailability. If there are urgent matters, payments to be made or any legal enquiries, clients may contact us through our phone line or email. Clients acknowledge that they must remain patient and understanding in these situations.

## 8. Usage

Visitors' usage of our website must be in accordance with the governing laws of the country (United Kingdom), with the addition of those of the country they are visiting our website on. We demand that visitors cease access to our website, contents, social media and all related content if they have any of the following intents:

- If your purpose is of a criminal nature or involves illegal activities.
- If your intent is harmful, malicious, discriminatory, or bigotry.
- If you wish to take advantage of any bugs or technical errors.
- If you want to commit digital crimes, such as but not limited to DoS or DDoS attacks, brute force methods and phishing scams.

Clients understand that a lack of legal knowledge, neglect of the law, or unawareness of criminal activities cannot be used as a reason of defence. We do not tolerate criminal or malicious activities, and will report such behaviour to enforcement authorities. Such acts breach the governing classes and considered a criminal offense within the United Kingdom under the Computer Misuse Act 1990.

We demand that clients must use our business name, brand, logos or media, content and/or features only with our written and/or expressed permission, and signed by us beforehand. Clients cannot, under any circumstances, practise any illegal activities or behaviour of the expressed usages. Clients must not use our brand, business or logo in a harmful, illegal, malicious, sabotaging,

discriminatory or otherwise mischievous purposes. Clients must not misinform, imply negativity or pessimism in relation to our website, business and brand.

Clients acknowledge that we have the right to display any and all service materials and content, unless otherwise explicitly agreed upon by both parties, on our own website for portfolio and testimonial purposes. This includes (but is not limited to) logos, brands, media, content, description, results from marketing or data analyses, website screenshots in whole or part, and web addresses. For logos and branding of client's business or organization, we demand that it is client's responsibility to assure licensing or the correct permission to display such material on our website. We are not liable for any damages, licensing issues and copyright matters for displaying such content should the content be claimed by another company in ownership and rights. This right to use, and communication with us as well as the owners of the content, befalls on the client to do so in the appropriate manner.

## 9. Liability

Clients acknowledge that we do not accept liability or responsibility under any circumstances, whether predictable or otherwise, to the maximum extent permissible by law. This includes but is not limited to our website, services, contracts, products and contents that we may provide. Moreover, we do not accept liability or responsibility for negative or unexpected results of our works and services upon client's business, online presence, brand and/or revenue. While we commit to the highest standards of safety and security, we do not accept liability for any physical or digital harm or losses that may occur. We cannot be held liable or responsible for negative events unpredictable or out of our control, which may take place in the future. We exercise responsibility in relation to contractual agreements and descriptors, and we are obliged to commit to those standards and deadlines. We exercise caution and dexterity to protect the services provided to clients. We cannot be held liable or responsible for failure to provide services outside of the contractual agreement. We do not accept liability for client's negligence or misunderstanding of the contractual agreements and descriptors.

## 10. Indemnity

Clients agree to indemnify us against all claims brought by them or third-party companies in relation to you or your business, such as but not limited to losses, claims, damages, expenses, proceedings or liabilities.

## 11. Security

### 11.1 Our website

We have adopted several means to assure security across our website from breaches, malware, viruses and network-based attacks. For security reasons, we cannot describe each method in detail. All data processed on our website is protected via 256-bit SSL. We recommend checking to assure if SSL is currently active before browsing through our website or using any features. This can be done via checking our domain begins with the following "https://" (the prefix of the domain), and should be exactly the following <https://devchief.co.uk> not including the suffix pages and content. If you fail to see this, please communicate with us immediately outside of the website directly via phone. This recommendation extends to using recognizable and well-established software and browsers to access our website.

## 11.2 Third-party websites

Those whom find our website via third-party websites or platforms understand that we do not have control or influence over these websites what so ever. We do not agree and/or uphold the permissible documents, rights and guidelines of such websites.

## 11.3 Data sharing & access

We do not recommend sending personal or digital data such as but not limited to names, addresses, bank details or passwords to any and all people outside of our domain address. If clients are under the additional Supplementary Support service, we will have all the necessary data and information for our work process. Clients can communicate safely with our development team at [support@devchief.co.uk](mailto:support@devchief.co.uk). We recommend caution in these sorts of activities and assure that you are talking directly with us.

## 12. Confidentiality

Clients acknowledge a confidentiality of functions, purposes, pricings, and data, of our website, business, and brand. Clients can be held liable and responsible for any damage that may be caused to our business directly by them. Clients understand that they cannot share information regarding our work processes, pricings, offers and conduct, to any third-party companies or individuals.

## 13. Legality

### 13.1 Intellectual property rights

Clients understand that all contents on our website, services, platforms, social media, and applications are either licensed by us, or subject to protection through copyright. These copyrighted contents cannot be reproduced without gaining the expressed written permission and signed by us. This expressed written permission can only be gained via our legal team at [legal@devchief.co.uk](mailto:legal@devchief.co.uk). These contents are protected by the governing laws under the United Kingdom. This document does not limit or exclude the components of the Copyrights, Designs and Patents Act 1998, but endorses it instead.

### 13.2 Disclaimer

The material and informational content on our own website exists as a secondary source of the legal and technical information regarding services, work processes and conducts. We carry out our services pursuant to the descriptors set down in the contractual agreement between us and the client. The information on our website is there with the mere purpose to inform you on general matters and information. We do not make any representation, warranty or guarantee that our website or services will meet your standards and guidelines, insofar as is permitted by law.