Terms of
SERVICE

Table of
CONTENTS

GENERAL

These digital terms of service are bound by and additional to, our standard terms and conditions.

Before any work is undertaken on your behalf by Raw Jam Ltd, these terms must be read and be agreed to in writing either via signature or confirmation of acceptance via email. In the event, that we are instructed to undertake work prior to signature or written confirmation, these Terms and Conditions will form the basis upon which we trade in any event.

Terms &
CONDITIONS

1. Quotes & prices

1.1) Quotes are valid for 30 days from date of issue.

1.2) Quotes are produced with an accompanying proposal. This proposal will outline the functionality of a website / project. Should any additional functionality arise after the quote is generated, this may lead to an increase in prices and will directly affect any pre-existing deadline.

1.3) Invoices will be generated at agreed stages of the job and when it is deemed by RAW JAM LTD that the work has been carried out to the standard set out in the project's functional specification. Delays in providing content, which delay the launch of the website, will not delay invoicing.

2. Delays

2.1) Timescales quoted are based upon the client supplying the information required by the deadlines which we set out. If a client fails to provide key content by a set date, this will have a direct effect on delivery date.

2.2) Should feedback or sign off be requested, but not forthcoming. After 3 months we reserve the right to charge for all work to-date.

2.3) Should a plugin or a web framework become out-of-date during development, or while awaiting your feedback or sign off. We will not update these plugins or frameworks free of charge. Please see 7.1 for further details

3. Content

3.1) Stock images are not included in the price quoted. If stock images are used RAW JAM LTD will discuss this separately in terms of licensing arrangements.
3.2) If client provides images, they must be of suitable resolution and quality and RAW JAM LTD will assume that the client has permission to use these images.

3.3) RAW JAM LTD will not spellcheck or otherwise vet content supplied to us. Content will be copied and pasted into place. Please make sure you are happy with the spelling and grammar of all content before providing it to us, further amends to copy may accrue extra cost.

3.4) RAW JAM LTD will not be involved in any dispute arising due to content within your website – content is entirely the client's responsibility.

4. Responsive design

4.1) By default RAW JAM LTD build websites to set breakpoints. These are common device screen and widths. Full details of the breakpoints will be detailed in the project proposal and specifications. Should this not be suitable, it must be outlined at the specification stage. It is extremely difficult to retrospectively build additional responsive states in, and it will definitely accrue additional cost.

5. Cross browser & device compatibility

5.1) Full details of browsers and devices that a website / project will work upon will be detailed in project proposal and specifications. If a device or browser is not specified in the proposal or specifications, we cannot guarantee functionality on said device / browser.

6. Security

6.1) Security issues and vulnerabilities that present themselves after launch will not be fixed within the cost of the original quote.

6.2) Many open source platforms (e.g. WordPress, Magento) will issue security updates from time to time. Clients should be aware that security updates can happen at any time, and, in line with best practice, we would recommend these are applied. Clients are recommended to consider a RAW JAM LTD maintenance package to ensure updates are applied correctly post-launch, as ignoring these updates can seriously affect the security and functionality of your website.

7. CMS & frameworks

7.1) The CMS / Framework that RAW JAM LTD will use to build your website will be outlined in the project proposal and specification. We will use the latest, stable version of the CMS at the time the build commences. Should there be a further update to the CMS during the build phase, we will be unable to update free of charge.

8. API

8.1) RAW JAM LTD cannot guarantee the uptime of third party APIs.

8.2) If a third-party API should change, causing failure of an application depending upon it, RAW JAM LTD will not be obliged to fix or debug it free of charge.

8.3) All API costs will be billed directly to the client. RAW JAM LTD is not responsible for costs caused via the use of an API.

9. Fonts

9.1) Should a specific font need to be used, it is the clients responsibly to supply it to RAW JAM LTD.

9.2) If the client provides fonts, it is their responsibility to ensure that adequate licences are held for all fonts supplied. Clients are advised that a licence for the desktop version of a font, does not mean you have a licence for the web version of a font.

9.3) Where web fonts are used, we cannot guarantee how they will render between browsers and devices, even those outlined in proposal and specifications

10. Project speed

10.1) RAW JAM LTD will follow best practice to ensure a website / application is as fast as possible; however without prior agreement, we do not guarantee any set benchmark.

11. W3C compliance

1.1) Where possible all work carried out will conform to w3c standards. Sometimes, however, this may not be possible. Should this represent a problem it must be highlighted at the proposal and specification stage of a project.

12).Accessibility

12.1) Should a website need to conform to specific accessibility requirements. These must be outlined at the proposal and specification stage of a project. Should these details not be outlined within the specification, it will be assumed there are none.

13) Domain names & DNS

13.1) If a domain name is not registered by RAW JAM LTD, we cannot be responsible for modification of the domain's DNS settings. This should be taken up with the individual / organisation that registered the domain name for you.

13.2) Where RAW JAM LTD has registered a domain name on behalf of a client, an invoice for the yearly costs of the domain name, and domain name management will be generated 60 days before renewal. The cost will vary upon the top level domain being used eg .com, .co.uk, .me etc.

14. Code & version control

14.1) RAW JAM LTD use Git as their version control system of choice. As standard, we do not grant access to our Git repositories. Should this be required, it must be outlined at the proposal / specification stage of a project. Access to the Git repository is absolutely at the discretion of RAW JAM LTD and cannot be guaranteed.

14.2) If modifications are made to the code base by anyone other than the RAW JAM LTD development team, we cannot guarantee the code and will not fix any subsequent bugs that arise.

14.3) Developer notes and specifications are built for internal use by the developers working on the project. These are available by special request only, and solely at the discretion of RAW JAM LTD. Release of developer notes and/or the internal specifications will be subject to a release fee.

15. Third party servers

15.1) If a website is not hosted by RAW JAM LTD, the technical details of your server must be highlighted at the proposal / specification stage of the project. Should your server environment change from the spec you provided at this stage, this may incur extra cost.

15.2) Where a third-party server is being used, we will attempt to code the project in an environment that matches your server. However, we cannot guarantee there will not be bugs when the code base is transferred to your server and, we will not be responsible for fixing said bugs free of charge, unless otherwise agreed in writing.

15.3) Where a third-party server is being used, the deployment of code to the server will fall outside the scope of RAW JAM LTD responsibility. It will be your responsibility to launch the website.

15.4) Should you require RAW JAM LTD to log into a third-party server, for any reason whatsoever, we will do so solely at our discretion. We will not be responsible for any resulting bugs or errors that arise from our access to the server.

15.5) Should a third-party server be used, all responsibility for the server and its maintenance whatsoever including, but not limited to setup, security updates, creation of the required databases, the encryption of data being transferred between the browser and server and email routing are not the responsibility of RAW JAM LTD.

16. Inheriting projects & code bases

16.1) Where existing projects and code bases are to be inherited by our team, we will carry out a feasibility and vulnerability study before we take on the work. Both feasibility and vulnerability checks are chargeable services.

17. Modification of content

17.1) Should a customer modify a website's content or structure by any means and accidentally cause design or structure malfunctions RAW JAM LTD will not be obliged to correct the issue free of charge. Such repairs will be charged at our current hourly rate or taken from a support contract, should it be in place.

18. Intellectual property

18.1) All work belongs to RAW JAM LTD until all outstanding invoices for the work are settled in full. We cannot pass on rights or licences for any third party images, design work, code or content, the rights to these will remain with the original rights holder.

18.2) Unless otherwise confirmed in writing, RAW JAM LTD will maintain full ownership of any scripts and code written or used upon your project. Its use upon your project does not grant rights to resale or reuse. But a licence to use.

18.3) When scripts and code have been written exclusively for a client, it may be reused in whichever way the client deems fit. However, if code is modified in any way before reuse the client will not credit RAW JAM LTD, and RAW JAM LTD will not be able to provide support for the modified code base. Where code has been written exclusively for a client, this will be declared in the projects functional specification.

18.4) RAW JAM LTD use Open Source software in all of its projects. Due to the nature of open source, no intellectual property rights can be passed on.

19. SEO

19.1) RAW JAM LTD follow guidelines set out by the industry-leading search. However, search engine rankings are not only dependant on site build specification and therefore are ultimately beyond the control of RAW JAM LTD and

as such we cannot be held responsible if, after our efforts, a client's website does not rank as expected.

20. Loss of income

Neither RAW JAM LTD or its employees will be found responsible for any loss of income, turnover, business or custom in the event of a website malfunction, delays to build time, security compromise, server errors or any other error that prevents or compromises a websites ability to fully function.

21. Data protection

21.1) Many websites will collect data from the end user. For example, details of those who have filled in a contact form. RAW JAM LTD strongly recommends against keeping any kind of user data on a website's server.

21.2) Where the client has a website support contract, each month, we will send the client all collected data (via a secure connection), and then remove the data from our servers. Where large amounts of data is gathered through the month, we recommend that the client clears out this data themselves at regular intervals, or contracts RAW JAM LTD to do so at more frequent intervals.

21.3) Where a client does not have a support contract, the responsibility to remove private data from their website / our server sits solely with the client and no reminder shall be issued.

21.4) RAW JAM LTD take every reasonable precaution to reduce the risk of a data leak. Including minimising the data stored, installation of SSL certificates, keeping websites up to date (where a support contract is in place) and clearing data off the server regularly (where a support contract is in place); but, categorically, will not be held accountable for any data leaks.

21.5) The best way to prevent a data leak is not to store sensitive user data in the first instance. RAW JAM LTD strongly discourages the storing of personal data.

22. Raw Jam Ltd servers

22.1) RAW JAM LTD will not be held accountable for any disputes caused by content placed upon a website. The client is responsible for ensuring they have correct licence and permission to place content upon the website.

22.2) Websites hosted on a RAW JAM LTD server must not contain content which encourages hatred or violence, is pornographic, encourages illegal activity, is not owned by the client or any content which RAW JAM LTD deems of questionable legality, or morally dubious. Should a client place such content upon their website,

RAW JAM LTD reserves the right to cancel any ongoing web hosting agreement without refund. Any illegal material will be handed to law enforcement services. 22.3) We do not allow the routing of emails through our servers

22.4) To offer the best service possible, our servers are securely locked down. This means we cannot provide FTP, command line, or any other form of access to the servers.

22.5) RAW JAM LTD has a policy of compliance with law enforcement agencies, and on production of a warrant, will provide any and all data held regarding a clients website and its content

22.6) If a support contract is not in place and a website is hacked or compromised, RAW JAM LTD will remove the website from our servers until the website has been fixed (at the client's expense), and we deem the fix as secure.

22.7) RAW JAM LTD reserves the right to suspend any web hosting agreement without notice if;

- the client breaches the terms outlined in this document
- a website is hacked or compromised
- content is manipulated by a third party without permission
- we are required to do so by a law enforcement authority
- the client fails to pay due web hosting fees
- an event occurs that could negatively affect others who use our service.

22.8) With 60 days' notice, and a refund on any fees paid in advance, RAW JAM LTD reserves the right to terminate any ongoing website hosting contract.

22.9) Sometimes, downtime can occur due to reasons beyond our control. This risk can never be entirely mitigated. If you feel there has been an unreasonable amount of downtime, please communicate this directly to your dedicated account handler who, at their discretion, may be able to provide a credit against future web hosting costs. Downtime due to important server maintenance or breach of our terms are excluded.

22.10) All hosting fees are charged upfront and are none refundable.

22.11) We reserve the right to move websites between data centres and servers as required.

22.12) RAW JAM LTD make daily backups of all our servers. Restoring one of these backups will carry a cost. When restoring a backup, there may be some content loss. As a client, you accept this risk.

23. Hours of business

RAW JAM LTD standard hours of business:

- Monday-Thursday: 09:00 to 17:15
- Friday: 09:00 to 16:00
Excluding bank holidays and the yearly Christmas shutdown period.

All work will be undertaken during business hours only. We do not currently offer out of hours support except in cases of absolute catastrophic failure, and entirely at our discretion.

24. Terms

23.1) Terms set out within this document, can be over ruled by the contents of an agreed functional specification that RAW JAM LTD have produced. Other than a RAW JAM LTD produced functional specification, this document is to be considered absolute, and can not be overruled by any other agreement, contract, or communication.

23.2) These terms are regularly and without warning updated

25. Responsibility for legal documents on websites

24.1) It is the client's responsibility to ensure that industry specific legal documents are included on any websites that RAW JAM LTD produce.

24.2) It is recommended that Privacy policies and cookie policies are placed on all websites built by RAW JAM LTD. If the client cannot provide their own versions of these documents, RAW JAM LTD can provide a template. If the client uses this template, they assume all responsibility for the document and all outcomes that the documents use may bring.