General Terms and Conditions

Last revised on: 13th June 2021

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Overview

This General Terms and Conditions Agreement (this "Agreement") is entered into by and between Developyn Ltd, registered address 42 Kittiwake Drive, Brierley Hill, England, DY5 2QJ ("Developyn") and you, and is made effective as of the date of your use of this website ("Site"). This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"), and is in addition to any specific terms and conditions that apply to the particular Services. Whether you are simply browsing or using this Site to purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies, including [Privacy Policy](#) and the applicable product agreements, which are incorporated herein by reference:

The terms "we", "us" or "our" shall refer to Developyn. The terms "you", "your", "User", "Client" or "customer" shall refer to any individual or entity who accepts this Agreement or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

We may, in our sole and absolute discretion, change or modify this Agreement, any policies or agreements which are incorporated herein, and any limits or restrictions on the Services, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of the Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. We may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account information current. We assume no liability or responsibility for your failure to receive an email notification if such failure results from inaccurate or incomplete contact information.

Data Protection and Content Liability

When we process and hold data, including that submitted to us from clients, we have a legal obligation to ensure its security and confidentiality in accordance with the Data Protection Act (DPA) and the General Data Protection Regulation (GDPR). We add and store data on our private systems and will never share it with any third parties. We will also not sell any information to any third parties. To read more on the DPA and GDPR, please refer to https://www.gov.uk/data-protection and https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr.

Security and Cyber Attacks

Developyn holds no liability for any interference by way of hacking or cyber attack, and any losses of property or data stemming from such an incident. If we happen to ever have a data breach, we will alert all relevant parties as quickly as possible.

Should you need to make a formal complaint regarding the practices of Developyn, please contact us via email at contact@developyn.com and include all necessary information. We will make every effort to attempt to resolve any issue that is raised against our services.

Accounts and Transfer of Data Abroad

Accounts: In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to Developyn that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If Developyn has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Developyn reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorised by you or not, and you must keep your Account information secure, including without limitation your login, password and payment method(s). You must notify Developyn immediately of any breach of security or unauthorised use of your Account. Developyn will not be liable for any loss you incur due to any unauthorised use of your Account. You, however, may be liable for any loss that Developyn or others incur caused by your Account, whether caused by you, or by an authorised person, or by an unauthorised person.

Transfer of Data Abroad: If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

Cookies

We employ the use of cookies. By accessing the Site, you agreed to these cookies in agreement with our [Privacy Policy](#).

License

Unless otherwise stated, Developyn and/or its licensors own the intellectual property rights for all material on this Site. All intellectual property rights are reserved. You may access information from this Site for your own personal use subjected to restrictions set out in this Agreement.

You must not:

- Republish material from this Site
- Sell, rent or sub-license material from this Site
- Reproduce, duplicate or copy material from this Site
- Redistribute content from this Site

Hyperlinking to our Content

The following organisations may link to our Site without prior written approval:
- Government agencies;
- Search engines;
- News organisations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- Systemwide Accredited Businesses except soliciting non-profit organisations, charity, shopping malls, and charity fundraising groups.

These organisations may link to our home page, to publications or to other Site information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organisations:
- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organisations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organisation does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Developyn; and (d) the link is in the context of general resource information.

These organisations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organisations listed in the second paragraph above and are interested in linking to our website, you must inform us by sending an email. Please include your name, your

organisation name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Site, and a list of the URLs on our site to which you would like to link. Wait two to three weeks for a response.

Approved organisations may hyperlink to our Website as follows:
- By use of our corporate name; or
- By use of the uniform resource locator (URL) being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of the Developyn logo or other artwork will be allowed for linking in absence of a trademark license agreement or explicitly stated otherwise.

iFrames

Without prior approval and written permission, you may not create frames around our web pages that alter in any way the visual presentation or appearance of our Site.

Description of Services

We offer various services:

Bespoke Software Projects: Please refer to the bespoke software specific terms below.

WordPress services: We offer varying plans of WordPress Services. Please refer to the specific [WordPress Terms and Services Agreement](#) for more information.

SSL Certification: With all of our website products, we offer a free SSL certificate. This ensures that all information and data on your website, including customer, order and login information, is encrypted and secure when communicated to and from our servers. This is a legal requirement and without it, your website would be breaching both the DPA and GDPR.

Domain registration: You must purchase the domain name(s) that you would like to be associated with your site prior to the beginning of development. If you need assistance with purchasing domains, we can purchase the domain name(s) for you and then invoice you for the cost of the domain name(s). In this case, Developyn will own the domain name until a transfer of ownership to you is completed.

To transfer your domain name(s) to your site, we will need login details to access the relevant accounts, namely the domain provider your domains are registered with. If you already have a site and are switching to a new one with us, we will transfer the domains over to your new site at no additional cost.

Email Hosting: We provide email hosting. New addresses can be added to your email subscription by contacting your account manager or contact@developyn.com.

We provide our email hosting services through a 3rd party white-label service known as Zoho. We are not liable or responsible for any actions taken by Zoho that could negatively affect your email experience (such as the user interface being changed or failure to deliver emails). We, however, will operate on a best-effort approach to let customers know of any up and coming changes that could be disruptive to the service.

Third-party software and Services

Definition: "Third-Party Software" means any software or application developed and owned by a third-party provider that we may contract from time to time. WordPress is an example of a Third-Party Software that we use to provide our Services. "Third-Party Services" means any service owned by a third-party provider that we may use to provide our services. AWS is an example of a Third-Party Service that we use.

We reserve the right to modify, change, or discontinue any Third-Party Software or Service at any time, and you agree to cooperate in performing such steps as may be necessary to install any updates to the Third-Party Software or migrate to new Third-Party Services. We may provide your personal information to third-party providers as required to provide the Third-Party Software or Service. You acknowledge and agree that your use of the Third-Party Software or Service is subject to our agreement(s) with the third-party providers. In addition, if the Third-Party Software is accompanied by or requires consent to a service or license agreement from the third-party provider, your use of the Third-Party Software or Service is subject to such service or license agreement. You acknowledge and agree that any Third-Party Software or Service will be supported by us and not by the third-party providers (or their affiliates or suppliers).

Any errors, bugs, downtimes, unavailabilities, outages or other failures which occur at any time caused by our chosen Third-Party Software or Services will not be eligible to be fixed by Developyn as they are beyond our reasonable control. Developyn also assumes no liability for any damages occurred, loss of business or data, due to failure on behalf of a Third-Party Software or Service we use to provide our Services.

Payment

You acknowledge and agree that your payment method will be charged and processed by Developyn Ltd, address 42 Kittiwake Drive, Brierley Hill, England, DY5 2QJ.

General terms, including automatic renewal terms

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. Developyn expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

You may pay for Services by utilising any of the following "Payment Methods": (i) by providing a valid credit card, (ii) by fulfilling any invoice sent to you by Developyn as a result of purchasing a Service, (iii) via a Third-Party Software, such as Stripe, that offer a checkout option that linked with Developyn. For services that offer a checkout option, an order for that Service will automatically be placed and you will be charged immediately. Confirmation of that order will be sent to the email address on file for your Account.

Some services we offer provide an automatic renewal option so that you do not experience interruption or loss of Services. The automatic renewal option automatically renews the applicable Service for a renewal period equal in time to the most recent service period, typically monthly or annually. For example, if your last service period is for one year, your renewal period will be for one year. These details vary from Service to Service. Services that offer an automatic renewal option treat it as the default setting. Therefore, unless you disable the automatic renewal option, Developyn will automatically renew the Service and request payment via the Payment Method we have on file when it comes up for renewal at Developyn's then current rates, which you acknowledge and agree may be different from the rates for the original service period. You may enable or disable automatic renewal at any time by contacting us. Should you fail to manually renew your Services before they expire, you may experience an interruption or loss of Services and Developyn shall not be liable to you or any third-party regarding the same.

You acknowledge and agree that it is your sole responsibility to modify and maintain your Account settings, including but not limited to (i) setting your renewal options and (ii) ensuring your associated Payment Method(s) are current and valid. Should you not hold an Account with us, you acknowledge and agree that it is your sole responsibility to inform us of any changes you wish us to make to our records regarding the above. Further, you acknowledge and agree that your failure to do so, may result in the interruption or loss of Services, and Developyn shall not be liable to you or any third-party regarding the same.

Missing or Late Payments

If for any reason Developyn is unable to charge your Payment Method for the full amount for the Service provided, or payments are not made in the time agreed (usually within 30 days of issuance of an invoice), you agree that Developyn may pursue all available lawful remedies in

order to obtain payment, including but not limited to, intermediate cancellation, without notice to you, of any Services registered or renewed on your behalf. Developyn also reserves the right to charge you reasonable administrative fees or processing fees for (i) tasks Developyn may perform outside the normal scope of its Services, (ii) additional time and/or costs Developyn may incur in providing its Services, and/or (iii) your noncompliant with this Agreement, as determined by Developyn in its sole and absolute discretion.

In the case of some Services, if a sum is required to be paid before work is carried out, and the invoice is not cleared in time, the beginning of work will be postponed until payment is made. If an invoice is not paid in time, we will stop any work until the payment has cleared and you will be potentially subject to an administration fee. The administration fee will cover the time costs involved in re-issuing any invoices and following up the payment.

In the case of Services that require payment via invoices, 1.5% interest is charged monthly after 30 days for late payments.

Refunds

Services purchased from Developyn may be refunded only if canceled within 30 days of the date of the transaction. This includes the date of purchase of any Service, which includes the date any renewal is processed by Developyn. You may cancel a Service at any time, but a refund will only be issued if cancellation is requested within the refund timeframe specified, if available at all.

You acknowledge and agree that where refunds are issued to your Payment Method, Developyn's issuance of a refund receipt is only confirmation that Developyn has submitted your refund to the Payment Method charged at the time of the original sale, and that Developyn has absolutely no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge that refund time frames may range from five business days or longer.

Overpayments

In the case that you accidentally overpay us for a service, we will refund the excess amount as soon as possible. In the case that you accidentally underpay us for a service, we will let you know and allow you to amend any errors made. It is your responsibility to inform us of any overpayments that may have occurred as well as providing sufficient evidence that no such work was carried out to warrant the overpayment.

Terms specific to Bespoke Software Services

Definition: For the purposes of this agreement "Bespoke Software" is defined as software that has been completely built by us from scratch.

Pre-development: For larger projects, before development begins we ask for a small investigation fee to produce a project proposal. This fee is used to pay for both the time taken to produce the proposal itself and the time involved during the requirements gathering process. The proposal will give a thorough breakdown of the features of the project, and an estimated price for the project. We create a proposal to ensure both parties are in agreement on the high-level details of the project and to attempt to avoid any confusion on what will be delivered or non-mentioned features creeping into the project later down the line which will affect the outcome.

Proposals: Prices that are presented in project proposals after pre-development work are estimates, they are not quotes. They are based on the information provided by the Client at the time, and are subject to change if additional information is forthcoming, or specifications change. They do not, unless explicitly stated otherwise, include copywriting, animation, video, third-party artwork, advanced programming functions or web server charges. They are valid for 30 days from the date of issuance. After agreement, 40% invoiced immediately; remainder invoiced before delivery of final artwork. All invoices are Net 30. 1.5% interest is charged monthly after 30 days for late payments.

Time management: Developyn holds responsibility for ensuring that projects are completed in accordance with any agreed-upon timelines. If delays occur on the client side, such as sending content after an agreed upon deadline, the client accepts that the estimated completion date will be affected. Developyn will contact the client as soon as possible to notify them of any delayed deadlines.

Extra work: Any extra requested work outside of the initial proposal/specification will be charged at an agreed hourly rate. These rates may vary depending on the level of expertise required to complete the proposed work and other constraints such as time and available resources.

Aftercare: With any bespoke piece of development work we produce for clients, we will offer a 3 month (90 calendar days) period after the project's completion where if any bugs or errors occur, we will attempt to fix the issue free of charge. Completion of a project is defined as the time at which we handed over the final software to the client and when payment has been made for said software. Any changes made by third parties post-completion of a piece of software developed by Developyn which affects its functionality are not the responsibility of Developyn nor are we liable for any damages those changes may incur.

Copyright/Intellectual property: During development of a bespoke software product Developyn will own all copyright intellectual property rights. When the final payment has been made Developyn will transfer all property to the Client, after which they will own all copyright and intellectual property rights on the software.

Provisions specific to web hosting

If you choose to host your project with us, we will charge a hosting fee. This fee is calculated based on the amount of traffic your application or website will receive, along with the resources involved to host your project. If a hosting bill is not paid on time for an intended period, the hosting will be terminated and your project will be taken offline until the invoice has been cleared and paid in full.

We use AWS primarily to provide hosting. We are not liable or responsible for any actions taken by AWS that could negatively affect your hosted website or application. We will, however, operate on a best-effort approach to let customers know of any up and coming changes that could be disruptive to the service.

Copyright: Any content published by you to servers hosted by Developyn. This holds in all cases with the exception of any content provided to you by Developyn as part of starter templates, not limited to our logo, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, meta tags, domain names, software and text. Developyn shall not be held liable nor is responsible for any content that is published by you to servers hosted by us.

Your Responsibilities

Our responsibilities are limited to producing the Service purchased with us through this Site or otherwise. The Client accepts responsibility for, but not limited to, the following tasks:

- Cancellation of previous hosting plans.
- Spell checking website content.
- Ensuring that media content is appropriate and is of satisfactory quality.
- Promoting and marketing.
- Ensuring the delivered software performs as expected.
- Determining the Terms of Use.

Rejection of work

We reserve the right to reject any work that we deem immoral, in 'bad taste, discriminatory or damaging to the Developyn brand. In this occurrence, we will attempt to explain our issues and come to a mutual understanding to work on something more appropriate. However, if we are unable to do this, we reserve the right to pull out of the project entirely.

Cancellation of service

If you wish to cancel a Service at any point, we reserve the right to a 2 week notice period and you acknowledge and agree that we are able to charge for the remainder of the month that the service is cancelled. Prior to termination of the Services, you are responsible for moving your website or server content off our servers. We will not transfer or FTP your website or server content to another provider. If you fail to move your website or server content off our servers prior to cancellation, then all such content will be permanently deleted and we will not be able to provide a copy of such content.

Should you be in arrears with us at the time of the cancellation of your hosting, the outstanding balance must still be cleared. As explained in our General Terms of Service Agreement, you agree that Developyn may pursue all available lawful remedies in order to obtain payment, including but not limited to, intermediate cancellation, without notice to you, of any Services registered or renewed on your behalf. This includes the permanent deletion of any data held on servers hosted by Developyn.

Should you fail to keep up to date with hosting costs and fall more than 30 days behind on a payment, Developyn reserves the right to temporarily or permanently terminate the hosting of your website. If you are able to clear your hosting arrears within a reasonable time, we will put your website back online and continue to bill you as normal.

Contact Information

If you have any questions about this Agreement, please contact us by email at:

Developyn Ltd
contact@developyn.com

Opening Hours: Our opening office hours are between 08:30 AM - 17:00 PM (UK time). If you would like to reach out to us via phone, please contact us between these times. Alternatively, you can reach out to us via contact@developyn.com or through our contact form at https://developyn.com/contact at any time that is convenient for you.