

Terms and conditions – Particles Media

1. Acceptance

Client agrees to this terms by accepting a quote and working with Particles Media. These rules do not need to be signed to be valid if client agrees to cooperate. Terms will be emailed to Client along with the quote.

2. Charges

Particles Media accepts bank transfers, Paypal and cash. When paying by cash Particles Media is obligated to provide written confirmation of receiving payment which has to be signed by both Particles Media and client (can be in form of signed invoice). It can be signed in person or online.

All necessary details will be available on invoice. Particles Media is part of SLT Media LTD.

SLT Media

Sort Code: 40- 18-17

Bank Account: 34105869

HSBC

Paypal account: slt_media@hotmail.com

3. Paying Deadline

All of our sections have different terms regarding advance payment however all of them have the same rule about last installment. On completion of project, before making it public or releasing material, client will receive an invoice for the whole project with all installments marked as paid and with last payment due. Client has 7 days to pay the outstanding balance.

Accounts that remain unpaid will be charged at additional fee of 15% of the quote for each week of delay.

4. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

5. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Particles Media the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Particles Media permission and rights for use of the same and agrees to indemnify and hold harmless Particles Media from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Particles Media that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

Client is not allowed to sell any product purchased from Particles Media unless stated otherwise in agreement.

Additional copyrights might apply in different services provided by Particles Media.

Particles Media reserves the right to use any project in its portfolio.

6. Credits

Although different type of credits apply to different services provided by Particles Media we reserve the right to publish our work on our website as part of portfolio. For more detailed terms please see specific section.

7. Individual terms

WEB DESIGN

a) Advance payment.

Advance payment is required before Particles Media starts any work. It is always a 50% of the quote. Outstanding balance is payable at the end of the project before website is uploaded to server.

b) Customer review

SLT Media is obligated to provide a draft or a few drafts (depending on project) of website. Client has 3 days to provide a list of improvements or changes that have to fit in the quote. In case of additional features needed for the website, that has not been included in the quote, additional fee of 30 pounds per hour apply. After client is happy with draft Particles Media will start coding and developing a website. When this phase is completed client can review the website again, if website is 100% the same as the approved draft client will have to pay additional cost of 30 pounds per hour for any changes he wishes to make.

c) Providing Content and draft

Client is obligated to provide all the necessary content such as text, images, sounds etc. Depending on package client purchased Particles Media can provide all of the above. Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. If clients does not have a digital copy of the text we might be able to use hard copy (additional fees apply). Images should be provided in one of the following format raw, jpg, tiff, png (please speak to web designer if you have images in different format than specified). All of the content has to be provided in 6 days from the first payment. Particles Media is obligated to provide draft in 3 days from the payment (which means it might include sample text and images as client has more time to provide content).

d) Failure to provide required website content

To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where

progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do so we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

e) Additional purchases

It is subject to agreement between Particles Media and Client whether server and domain fees, cost of purchasing fonts and images will be included in quote. If not Client should be prepared to pay additional fees if he wants specific, additional items that are not free of charge.

f) Web Browsers

Particles Media makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that Particles Media cannot guarantee correct functionality with all browser software across different operating systems.

Particles Media cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Particles Media reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

g) Credits

All of the websites designed by Particles Media will have either text or logo with link to our website. We will make sure it does not interfere with the overall design. It is possible to make a website without it but it is subject to high fees. It still would be kept in our portfolio.

h) Domain Names and Servers

Particles Media is happy to provide hosting but we will have to buy a domain name from third party. For domain fees please see e) Additional purchases. We are monitoring our servers in order to make sure everything fine with them and we do monthly backups so in case of finding illegal content we will contact police.

It is Client's responsibility to remember about expiring subscriptions. In case of having server space with us we will remind our Clients about extending subscription but we do not take responsibility for domain names and servers purchased from third party companies. We will provide all of the necessary dates and details at the beginning of the project so Client can monitor all of the necessary payments themselves.

Graphic Design

a) Advance payment.

Advance payment is required before Particles Media starts any work. It is always a 50% of the quote. Outstanding balance is payable at the end of the project before final materials are released.

b) Customer review

Particles Media is obligated to provide a draft or a few drafts (depending on project) of design. Client has 3

days to provide a list of improvements or changes that have to fit in the quote. In case of additional features needed, that has not been included in the quote, additional fee of 30 pounds per hour apply. After client is happy with draft Particles Media will start designing. When this phase is completed client can review the outcome again, if it is 100% the same as the approved draft client will have to pay additional cost of 30 pounds per hour for any changes he wishes to make.

c) Providing Content and draft

Client is obligated to provide all the necessary content such as text, images, etc. Depending on package client purchased Particles Media can provide all of the above. Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages. If client does not have a digital copy of the text we might be able to use hard copy (additional fees apply). Images should be provided in one of the following format raw, jpg, tiff, png (please speak to designer if you have images in different format than specified). All of the content has to be provided in 6 days from the first payment. Particles Media is obligated to provide draft in 3 days from the payment (which means it might include sample text and images as client has more time to provide content).

d) Failure to provide required content

To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

If you agree to provide us with the required information and subsequently fail to do so we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

e) Additional purchases

It is subject to agreement between Particles Media and Client whether cost of purchasing fonts and images will be included in quote. If not Client should be prepared to pay additional fees if he wants specific, additional items that are not free of charge.

f) Credits

All of designs by Particles Media will not have either text or logo within the design. However in case of cooperation and patronage we reserve the right to put our business name or logo along with our web address. It would be kept in our portfolio.

Photography

a) Advance payment

Advance payment (it is always a 50% of the quote) and cover of possible travelling costs are required before Particles Media starts any work. Outstanding balance is payable at the end of the project before final materials are released.

b) Customer Review

Particles Media reserves the right not to show images at the time of photo shoot unless photographs are needed immediately. Review will be available depending on type of photography. Product photographs can be reviewed and redone if client is not 100% happy. However photographs from events due to its nature cannot be redone therefore review is not possible. In case of unsatisfied client we will keep advance payment (which is non-refundable anyway) and will not expect to receive the outstanding balance. In such case we will keep the photos and use them in our portfolio if we like them. Client will not receive the photographs.

c) Providing products

Particles Media will not be able to start taking photographs unless we've got the subject. No products, no photos.

d) Credits

Particles Media will not put a watermark over photographs unless the project is based on cooperation or patronage.

e) Copyrights

All copyrights stay with Particles Media unless Client buys the rights. Client, however, has right to use photographs in any way they feel like apart from selling them further. Particles Media will not sell photographs to other business if photo shoot was "custom made". Particles Media has some photographs in stock and can sell them multiple times to different business unless some purchases exclusiveness.

f) Responsibility

Particles Media does not hold responsibility for any people that happen to be photographed. It is clients responsibility to inform everyone about photo shoot. If pictures are taken in public space it is still clients responsibility for any legal problems that might come out from photographed people in the background. Particles Media will not photograph anything in a manner that would break any law.

Video Production

a) Advance payment

Advance payment (it is always a 50% of the quote) and cover of possible travelling costs are required before Particles Media starts any work. Outstanding balance is payable at the end of the project before final materials are released.

b) Customer Review

Particles Media reserves the right not to show footage at the time of recording unless video is needed immediately. Review will be available depending on type of video. Adverts can be reviewed and redone if client is not 100% happy. However videos from events due to its nature cannot be redone therefore review is not possible. In case of unsatisfied client we will keep advance payment (which is non-refundable anyway) and will not expect to receive the outstanding balance. In such case we will keep the footage and use it in our portfolio if we like them. Client will not receive the footage.

d) Credits

Particles Media will not put a watermark over video. However in some cases we will put our logo either at the beginning or end of video and this would apply mainly for music video clips. In case of adverts we

will not put our logo in the video itself but it is kindly requested that client puts information about Particles Media in the video description.

e) Responsibility

Particles Media does not hold responsibility for any people that happen to be recorded in video. It is clients responsibility to inform everyone about video being recorded. If video is recorded in public space it is still clients responsibility for any legal problems that might come out from recorded people in the background. Particles Media will not record anything in a manner that would break any law.

Music Production

a) Advance payment.

Advance payment is required before Particles Media starts any work. It is always a 50% of the quote. Outstanding balance is payable at the end of the project before final materials are released.

b) Copyright

The musical and any other sound related components (hereby referred to as 'Soundtrack') inside the project are a subject of copyright owned by Particles Media unless stated otherwise. If any other musical content used in the project, that does not require alteration by Particles Media and its employees, the subject of that musical or sound component belongs to the original owner and the following part of the Agreement does not take effect.

c) Customer Review

If you desire to have the Soundtrack altered by the Producer, you as the client can only ask for a maximum of 3 sets of alterations that will not potentially require more than two studio working hours each. Those alterations may include the changing of instrumentation, a melodic idea, change of levels, adding or deleting content and any other music or sonic related component. If the client desires to have more alterations, an additional fee will be requested depending on the alteration.

Upon request and an additional negotiated fee, the Producer will compose a new Soundtrack for the project. The previous soundtrack that may or may not no longer be used is still in the ownership of Particles Media and will/can be used for a different project with another customer.

d) Restriction

After receiving your final product, the Soundtrack is put under a one year copyright protection restricted by and for Particles Media hereby referred to as the 'Restriction'. The Restriction takes away Particles Media right to re-use the musical score of the soundtrack in another project unless stated otherwise in a separate agreement signed by Particles Media.

One year after the first public release of the Soundtrack, the Restriction on this particular project is no longer existent. This does not include other projects and agreements that are created after signing the Agreement. Those future agreements will consist of a separate Restriction.

Social Networking

a) Advance payment

Social media is a different type of service but we will still need to receive an advance payment. It will consist of 50% of the monthly quote and then full payment each month with 50% at the end of the contract.