

# CWD Terms & Conditions

---

## *Terms and conditions*

By using Christian Web Developmentals or CWD or any other website owned or operated by CWD ('CWD website'), you agree to be bound by these Terms and Conditions of use. If you do not agree with this policy, please do not use the CWD website. We reserve the right to change these Terms and Conditions, in whole or in part, at any time with or without notice. You should always check these Terms and Conditions prior to using the CWD website. Your continued use of the CWD website following the posting of changes to these Terms and Conditions will signify your acceptance of those changes.

## *Definitions and Interpretation*

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Account" means the details of the Client that are required and held by the Host to facilitate the provision of the Service to the Client including, but not limited to, identification and location details, payment details, username and password, and details of the Service provided to the Client;

"Business Day" means a day (that is not a Saturday or Sunday) on which banks are open for business in the UK.

"Client Website" means the website that the Host is hosting for the Client and refers to all parts of that website including, but not limited to, component files and related services such as email;

"Fee" means the sum payable by the Client to the Host in order to receive the Host's Service;

"Hosting Hardware" means all computer and networking equipment used by the Host in the provision of the Service including, but not limited to, servers and network infrastructure;

"Hosting Package" means one of the Service packages offered by the Host and generally refers to the package offered to the Client;

"Hosting Software" means all software used by the Host in the provision of the Service;

"Intellectual Property" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, Services marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world as at the date of the Contract or in the future.

"Order" means an order placed by the Client with the Host for the provision of the Service; and

"Service" means the collective components of the Host's hosting service which includes, but is not limited to, the provision of internet connectivity, bandwidth, website storage, software, DNS

# CWD Terms & Conditions

---

services, email accounts and data backups, in combination with the Client's Hosting Package and can refer either to those components as a whole or to specific parts as the context may require. The clause headings used in this Agreement are used for convenience only and are not intended to affect the meaning or interpretation of the terms of this Agreement.

## *Restricted uses*

The CWD website is owned and operated by CWD (referred to as 'CWD', 'we', 'us' and 'our'). The contents of the CWD website are copyrighted under UK copyright and may also be copyrighted under the laws of other countries. Except as stated herein, none of the material on the CWD website may be copied reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. However, you may download material for your own personal, non-commercial use. This is provided that you agree to abide by any copyright notice or other restrictions contained in any material included in or accessed through the CWD website and include any author attribution, copyright or trademark notice or restriction in any such material that you download. You may not use such downloaded material for any commercial purpose. Modification of the materials or use of the materials for any other purpose is a violation of CWD's copyright and other proprietary rights. 'CWD' and the other CWD trademarks, trade names, service marks and logos appearing in the CWD website are proprietary trademarks of CWD Products, Inc. and any of its subsidiaries. The use of any of our trademarks or any other content on the CWD website, except as expressly provided in these Terms and Conditions of Use, is strictly prohibited.

## *Bulletin board and e-mail*

CWD may offer features such as bulletin boards or e-mail functions as part of the CWD website (referred to as 'Interactive Medium'). You may not submit any material that is unlawful, harmful, harassing, threatening, abusive, hateful, libellous, defamatory, obscene, pornographic, profane, vulgar, indecent, sexually explicit or otherwise objectionable that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable law. Please do not submit any material that is protected by copyright, patent, or other proprietary right without obtaining permission of the copyright or patent owner or right-holder. The Interactive Medium shall not be used for any commercial purposes. You will not submit any material to solicit funds or to promote, advertise, or solicit the sale of any goods or services. You are expressly prohibited from soliciting other guests of the CWD website to become members of any commercial online service or other organisation. Any information or material submitted by you to the CWD website through the Interactive Medium will be deemed non-proprietary and non-confidential, and may be used by CWD without restriction. Without limiting the foregoing, by offering any information or material through the CWD website (e.g. through chat, bulletin boards, e-mail, contests or otherwise), you grant to CWD the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, edit, publish, make derive works from and distribute such information or materials in any and all forms and media, now or hereafter discovered.

Notwithstanding the foregoing, all personal data (e.g. name, address and telephone number) provided to CWD will be handled in accordance with CWD's Security and Privacy Statement. We reserve the right, in our sole discretion, to edit any submission, and to choose to include or not include such submission in the Interactive Medium. The Interactive Medium includes the opinions,

# CWD Terms & Conditions

---

statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other content expressed by third parties are those of such third parties and not of CWD. CWD does not endorse any such opinion, statement or other material posted on or accessible through the Interactive Medium.

## *Intended audience*

Unless otherwise specified, the materials in the site are presented solely for the purpose of promoting products available in the United Kingdom. CWD controls and operates this website from its offices located in the United Kingdom. CWD makes no representation that materials contained in this website are appropriate or available for use in other locations. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## *Disclaimer*

The CWD website is provided 'as is' without warranties of any kind, either express or implied, including, but not to, implied warranties of title, satisfactory quality and fitness for a particular purpose. CWD makes no representation or warranty as to the accuracy, reliability, timeliness or completeness of any material on or accessible through the CWD website. Any reliance on or use of such material shall be at your sole risk. CWD makes no representation or warranty that the CWD website will be available on a timely basis or will be uninterrupted or error free, that defects will be corrected, or that the CWD website or the servers that makes them available are free of viruses or other harmful components. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## *Hyperlinks to or from other sites*

CWD is not affiliated or associated with sponsors or producers of any third-party websites that hyperlink to or from the CWD websites. We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the CWD websites from such third parties. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the CWD websites, since these third-party sites are owned and operated by independent retailers. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party.

# CWD Terms & Conditions

---

## *Limitation of liability*

In no event shall CWD be liable for any direct, indirect, incidental, special or consequential damages, arising out of the use of or inability to use the CWD website, even if CWD or a CWD authorised representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall CWD ' total liability to you for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you, if any, for using or accessing this site.

## *Indemnification*

You will indemnify and hold CWD , and its subsidiaries, affiliates, directors, officers, agents, contractors or other partners, and employees, harmless from and against any claim or demand, including reasonable professional advisor's fees, made by any third party due to or arising out of material or information you submit, post to or transmit through a Interactive Medium, your use of the CWD website, your connection to the CWD website, your violation of the Terms and Conditions of Use, or your violation of any rights of another.

## *Miscellaneous*

These Terms and Conditions of Use shall be governed by and construed in accordance with English law, without regard to its conflicts of laws principles. You agree that any lawsuit arising out of or relating to these Terms and Conditions of Use shall be filed only in the courts located in England and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such lawsuit. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## *Shop Online - acceptance of orders*

The debit or credit card details you give to us will be validated before your order can be accepted. Once this is done, we will send you an e-mail to confirm that your order has been accepted. Our acceptance of your order brings about a legally binding agreement between us. All orders are subject to availability and if your order cannot be fulfilled our Substitution Policy comes into effect. Payment will be debited to your account before dispatch of your order. We accept payment by most debit or credit cards. All cardholders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment we will not be liable for delay or non-delivery.

## *Shop Online - pricing*

CWD has taken care to ensure prices shown in the Shop Online section of the website are accurate. However, prices may change from time to time and the correct price will be applied when you select an item, add it to your shopping basket and proceed to the checkout. Prices shown include, where applicable.

# CWD Terms & Conditions

---

## *Shop Online - substitutions policy*

In the event that the products you have ordered are not available, we will contact you as quickly as possible either by telephone, e-mail or post, depending on what information you have supplied to us and your preferred method of communication. We will ask you to select one of the following ways to proceed with your order: Accept an alternative product, which we have recommended because it is similar in style, properties, ingredients and price, as a substitute for the missing product. This product will then be added to your order in place of the unavailable item, and will be invoiced in its own right at its own price. Under the CWD guarantee, you can return a product only if there is medical proof of an allergic reaction. Allow the remainder of your order to be processed and despatched, including payment for the missing product. As soon as the product comes into stock, it will be sent to you separately, free of delivery charge. Cancel the missing product from your order and allow the remainder of your items to be processed and despatched as normal. If we have been unable to make contact with you to allow you to make this decision, we will cancel the product from your order and you will receive the balance of your order as normal. The invoice that accompanies this delivery will explain what action has been taken.

## *Privacy Policy*

CWD is committed to protecting the privacy of every individual who visits our website, communicates with us or purchases CWD products online. The information you give to us is used to process your orders and to provide you with an efficient and personal shopping experience. Our Privacy Policy helps you understand what information CWD will collect and how the information will be used. We will collect and process your personal information in accordance with the Data Protection Act 1998 and any other applicable legislation as amended from time to time.

## *How we collect and use personal information*

We will only collect personal information from you if you specifically and knowingly provided such information to us for example:-

- to send you a brochure
- to put you in contact with a local Representative, Sales Leader or Area Manager #
- to fulfil an order or provide you with your account details
- when you purchase CWD products through the Website
- when you enter any competitions or prize draws that we advertise on the website
- when you request CWD to send e-mail or text communications with product information

If you use the internet ordering system, whether as a direct customer, Representative or Sales Leader, we will identify you and keep a record of any transactions undertaken through that system. This information is used to manage your account and process any orders you make. In some instances your personal data may be transmitted to any of our associate companies around the world.

# CWD Terms & Conditions

---

## *Sharing of information with third parties*

To fulfil your requirements we may need to give essential personal details to a third party, for example, our delivery agents. We may also use the information we collect to notify you about new products and special offers we think you'll be interested in, important changes to the website, or for other marketing purposes we think would interest you.

## *Using your personal information*

If you provide us with personal information, we may retain and use the information for the following purpose:

- to store and process the information to better understand your needs and how we can improve our products and services
- to retain the information about your previous purchases in order to customise our website services for your future visits to the site;
- to use your e-mail address or mobile telephone number to send you information about new products, special offers and other items of interest;
- to retain certain information for invoicing and delivery purposes.

Wherever you provide personal information about yourself you will see the 'information padlock' symbol. This is an official symbol of the Data Protection Commissioner/National Consumer Council, and it is there to alert you to the fact that your information is being collected. (You can click on the symbol at any time to return to this page for more information.) All your data will be stored securely for the duration of your relationship with us and for 2 years thereafter.

## *Sharing of information with third parties*

If you become a customer, Representative or Sales Leader we may need to give essential personal details to an authorised third party. Examples include fulfilling orders, carrying out surveys, delivery of your orders, analysing data, marketing assistance, processing credit card payments, credit reference checking and providing general customer service. We may also use the information to notify you about new products and special offers we think you'll be interested in, important changes to the website, or for other marketing purposes we think would interest you. We may also provide your personal information to authorised third parties if we are under a legal obligation to do so or in order to enforce or apply our Terms and Conditions. We may also transfer some of your personal details to any other company within CWD ' group and business contacts located in other countries outside of the European Economic Area including the United States even where the country or territory in question does not maintain the same standards of data protection as within the European Union.

## *How we protect your information*

We are aware that you may be concerned about the privacy and confidentiality of your personal information, including credit card and delivery address information; therefore we have taken precautions to ensure that this information is safe and secure. If you are registered with us, your online account information is protected by a password chosen by you. Access to your online account

# CWD Terms & Conditions

---

requires your username and password and we recommend that you do not disclose this information to any other person. CWD take the security of your data very seriously as such some of our Website is protected using a technology called Secure Sockets Layer (SSL). On these pages your personal information is automatically encrypted before being sent over the internet. (You should note that the device you use to connect to the internet must be equipped with Microsoft Internet Explorer 6 (or later) or Mozilla Firefox 3 (or later) in order to use this technology.) Your data is then stored securely for the duration of your relationship with us and for 2 years thereafter.

## *Cookie policy*

### *Use of Cookies on our site*

A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. A cookie typically contains the name of the domain from which the cookie has come, the 'lifetime' of the cookie, and a value, which is usually a randomly generated unique number.

We use two types of cookies on our website:

Session Cookies - temporary cookies that remain in the cookie file of your browser until you leave the site.

Persistent cookies - remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie).

Cookies can help a website to arrange content to match your preferred interests more quickly. Most major websites use cookies. Cookies cannot be used by themselves to identify you.

### *Use of Web Beacons*

Some of our web pages may contain electronic images known as web beacons (sometimes known as clear gifs) that allow us to count users who have visited these pages. Web beacons collect only information which includes a cookie number, time and date of a page view, and a description of the page on which the web beacon resides. We may also carry web beacons placed by third party advertisers. These beacons do not carry any personally identifiable information and are only used to track the effectiveness of a particular campaign.

### *Disabling/Enabling Cookies*

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled.

# CWD Terms & Conditions

---

In order to change your browser settings for cookies, follow these instructions:

1. In your browser, select the Tools menu.
2. From the Tools menu, select Internet Options.
3. A dialogue box appears, select the Privacy tab.
4. Select the level of privacy you wish to set
5. Click Apply and Ok.

## *Links to other sites*

If you link to or from our website to an independently owned and operated third-party site we cannot ensure the protection of any personal information that you provide. Third-party sites may have their own privacy and data collection policies that are beyond our control. Any personal information that you provide to third-party sites will be regulated by their privacy policy, if they have one. CWD can assume no responsibility or liability whatsoever for the practices, actions or policies of these thirdparty sites, and cannot be responsible for the content or privacy practices of such sites.

## *How you can help protect yourself when ordering online*

No data transmission over the internet will be 100% secure. While we take steps to protect your personal information, we cannot guarantee the security of any information you transmit to us and you do so at your own risk. Upon receiving your transmission, we make commercially reasonable efforts to ensure its security on our systems. You are ultimately responsible for maintaining the secrecy of your username, passwords and/or any account information.

CWD (Shop) By hiring us to undertake your web project, you agree that you have been adequately satisfied with our work practices and ethics. In the course of the project, there is any sort of data loss due to unforeseen circumstances beyond our control you won't hold us liable. In addition, while we make the best efforts to handover the completed project together with instructions on how to maintain your project, You will not hold us liable for any data lost due to work handled by you, the client. If there are any problems with the pc (relating to the work carried out in our workshops, either, you feel the work is not satisfactory or, problems have arisen due to the work carried out by us) we must notified as soon as possible and we will rectify the problem free of charge. Should we not be at fault for the problem an additional charge may be incurred. We will only carry out the work which you the customer have instructed us to carry out; if we find any other work that we may be needed not in relation to the reason

## ***PAYMENT***

Payments for design projects (which include web design, development, graphic design) are completed in 2 stages with 50% of the total amount being paid at the start of the project and the remaining 50% being paid upon project completion (this may differ, please check your quote for specific payment details). We define project completion as being the step before the website goes onto a live domain for public access. All other payments will be invoiced in full upfront.

When we start the project, deadlines will be set out for both parties outlining when we require certain content from you, the client, and when work our side will be complete. This can include

# CWD Terms & Conditions

---

designs and builds. These deadlines can only be met if we receive content within the outlined time given. Failure to deliver content before this deadline will result in the project being postponed. Invoices however will still be sent on the outlined dates, regardless of whether we have received the data from you, the client.

Payment is expected within 14 days of the invoice being received by the client. Failure to pay the invoice within the 14 days may result in additional administration charges.

If, for any reason, you decide to leave CWD then you will be subject to additional maintenance and administration charges. Once these financial matters have been satisfactorily taken care of you will then receive all of the textual and graphical content for your site. You will also receive the database with credentials used to administer the database in structuring the organisation of your site.

## *Web Hosting*

The Host shall not be liable to the Client or to third parties for:

- Any losses resulting from interruptions or downtime to the Service;
- Any inability, on the part of the Client, to use the Service;
- Any damage or loss resulting from the loss of confidentiality caused by the storage of information on the internet.

Nothing in this Clause shall exclude the liability of the Host for death or personal injury resulting from the Host's negligence or that of its employees or agents.

Nothing in this Clause or in this Agreement shall exclude the liability of the Host for fraudulent misrepresentation.

## *Service*

Once the Client's Order has been placed and processed, the Host will use its best endeavours to commence provision of the Service as soon as reasonably possible. In any event the provision of the Service will commence no later than fifteen Business Days after completion and approval of the Client's Website.

The Host may, in its sole discretion, alter, improve or otherwise modify the Service provided that any such change will not significantly alter the provision of the Service to the Client or result in the removal of any features or services that changes and will receive full documentation of any action required on their part.

No alterations to the Service shall affect the Fees payable by the Client during their contractual period.

The Host may take any action necessary to address or repair faults in Hosting Hardware or Host Software without any prior notice to the Client. If such faults or remedial action results in an

# CWD Terms & Conditions

---

interruption to the provision of the Service the Client will be notified at the Host's earliest convenience via email.

## *Availability of Service*

The Host will use its reasonable endeavours to ensure that the Service is provided to the Client on a constant, uninterrupted basis throughout the Term of this Agreement.

Where the Service is unavailable for more than two hours, the Host will contact the Client and provide reasons for the interruption or, where this is not possible due to an undiagnosed problem, state that the problem is undiagnosed but is being investigated.

Whilst the Host will use reasonable endeavours to ensure the integrity and security of the Hosting Hardware, the Host does not guarantee that the Hosting Hardware will be free from unauthorised users or hackers.

Where Service interruption due to Hosting Hardware failure cannot be remedied within two Business Days the Host, with consent of the Client, shall endeavour to transfer the Client's Website to alternative Hosting Hardware in order to restore the provision of the Service.

Where the Client and/or the Client's users are unable to access/use the Client's Website, the Client shall first ascertain whether the inability of access/use is caused by a failure on the part of the Client's and/or its users' internet service provider and/or equipment. After performing these checks the Client shall contact the Host using the following details: Email: [info@cwd.org.uk](mailto:info@cwd.org.uk)

Where the provision of the Service is interrupted through the fault of any third party, the Host shall bear no responsibility or liability. Where it is subsequently established that fault does not lie with the Host but with the Client's and/or its users' internet service provider and/or equipment, the Host reserves the right to charge the Client such reasonable cost as the Host may have incurred.

## *Fees and Payment*

Fees for the Hosting Packages offered by the Host are as quoted in correspondence or email to the Client. All charges payable by the Client shall be in accordance with the information quoted.

The Client is required to pay all fees due in advance either on a monthly or yearly schedule.

For the first twelve months of Service provision in some cases the payment of fees due shall form part of the Order process.

For all subsequent monthly or yearly periods of Service provision the Client will be sent an invoice which will be due within 30 days.

Payment must be made within the period in order for provision of the Service to continue without interruption.

# CWD Terms & Conditions

---

The Host may at any time change the price of its Hosting Packages, however the Client will not be subject to any additional charges or refunds during a the contracted month or year.

Any change in fees will be reflected in subsequent renewals of Service provision.

All fees payable by the Client to the Host shall be paid in full, without set off or deduction.

Payments may be made by Direct Debit, Credit Card, BACS, cash or cheque as indicated on the invoice.

Invoices not paid by their due date incur an admin fee. If they still remain outstanding after a further 30 days, the Client website will be temporarily disabled and the admin fee increased to re-enable the website.

## *Changes to this Agreement*

The Host reserves the right to change the terms of this Agreement and all other terms and conditions and policies which may affect Clients in order to comply with changes in the law.

The Client will be informed of any such changes and shall be deemed to be bound by them one calendar month after receiving the notice.

If the Client does not agree to be bound by the changes they may terminate this Agreement in accordance with the Term and Termination clause of this Agreement