

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. The following general terms of business apply to the provision of general support for computer systems and consulting by mousewise. All such work carried out is subject to these terms except to the extent that they are expressly modified by a particular proposal or offer letter signed by a person authorized by mousewise agreeing to modify terms of business.
2. Where credit terms are allowed, terms of payment are strictly net and payable 30 days from the date of the company's invoice. No receipts will be issued against payments by cheque unless specifically requested. mousewise, at its discretion, reserves the right to implement charges (including interest charges) on accounts outstanding beyond the time specified in this condition. A surcharge of 5% of the value of the goods ordered may be Implemented if the payment due remains outstanding for a period of greater than 60 days after the date of the company's invoice. The rate of interest charged shall be 2% per month from the due date until payment is made. The company can exercise this right in addition to any other rights it may have in respect of the goods and Services non-payment. Where goods and Services are supplied in instalments, each such instalment, separate instalments, delivery or part shall be made as if the same constituted a separate contract. Payment by the due date shall be of the essence of the contract.
3. If any Quote of mousewise changes and related expenditure for this work is provided in a related proposal, it will remain valid, unless otherwise stated, for a period of 30 days from the date of submission. Unless specifically or otherwise stated, such proposal is not to be construed as an offer to perform the assignment within a fixed time or fixed price. Fee rates are normally reviewed 1st September each year. mousewise will normally, however, give at least one month's notice of any increase in fee rates.
4. The charge covers all time spent providing assistance required whether at the client's premises or elsewhere Where fees are quoted at a daily rate or hourly, the normal working day will be seven hours, additional part days will carry an appropriate proportional charge. Expenses directly associated with the assignment, including travel and subsistence for mousewise staff, and appropriate costs of clerical assistance, computer usage, printing, artwork etc will also be charged. These amounts will not exceed any amount estimated in a related proposal without prior agreement. Should the need arise during the work for ancillary services not specified in the proposal; their provision will be subject to agreement before expenditure is incurred.
5. Except as stated in any proposal all charges are invoiced at the end of the assignment in which the work was carried out and are payable on presentation. mousewise's services may be terminated on either side by one calendar months' notice in writing after the contracted period. Fees and expenses to the date of termination are payable by the client.
6. Any proposal for computer support and design services are produced solely for the purpose of describing the work mousewise would undertake for the client if appointed to undertake such work. The copyright in a proposal belongs to mousewise and in the event mousewise is not appointed to undertake the work described within three months from the date of the proposal mousewise reserves the right to require the return of all copies of the proposal. All surveys, forecasts and recommendations contained in mousewise reports are made in good faith and on the basis of the information available to mousewise at the time of the assignment. Successful implementation of such reports depends, among other things, on the effective co-operation of the Client and the client's staff. In consequence, no statement in any report or letter is deemed to be in any circumstances a representation, undertaking, warranty or contractual condition.
7. Neither mousewise nor the client shall be liable in any way for failure or delay if due to causes outside the reasonable control of the party in default.

8. Assignments and ongoing support are undertaken on the understanding that during the course of and for a period of one year from the completion of the work clients will not without prior written agreement from mousewise offer employment or any contract of work to any member of mousewise staff, including associate consultants and analysts, who has been associated with the assignment or employ the services of that member of mousewise staff through any third party or obtain the services of that member of mousewise staff by employing any other firm or company of which the member of staff shall be an officer, employee or agent. In the event that a mousewise consultant accepts permanent employment with the client during the period of the assignment or within twelve months thereafter mousewise shall be entitled to a placement fee from the client representing 25% of the consultant's annual Payments including all bonuses

9. Any advice given by mousewise in confidence and acceptance of a mousewise proposal requires the client not to disclose confidential information made available to the client in the course of providing technical support and design services. mousewise consultants, technical analysts and other staff are under an obligation not to disclose confidential information belonging to clients and the benefit of this obligation extends to the client. For the purposes of this paragraph confidential information does not include information which is or becomes public knowledge or is or becomes known from other sources without restriction on disclosure.

10. mousewise will retain all intellectual property in reports or other material prepared in the course of the assignment. However, the client will have the full right to use such material within his own organization as they sees fit. If they wish to publish it or use it for any purpose outside their own organization, written permission will be required from mousewise. Such permission will not be reasonably withheld. mousewise will likewise request permission from the client before releasing any assignment information.

Server use

mousewise reserves the right to refuse service and/or access to its servers and/or services to anyone.

mousewise does not allow any of the following content to be stored on its servers:

Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.

Excessive download content or non-linked content.

Refusal of service based on content matching either of these two criteria is entirely at the discretion of mousewise.

mousewise reserves the right to move your data to a different server with no previous notice.

Support

We will endeavour to provide a continuous high quality service. If you experience problems with your service, you should consult us to find a resolution to your problem or if you require help and support use Email/Text or phone calls within working hours identifying yourself and exclusively Email and text out of hours where the latter will be answered when convenient or by the next working day. Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services. Information concerning scheduled downtime is available from a mousewise employee, as are details of any interruptions to our services.

Payment Policies

All accounts are set up on a standing order basis. Although mousewise reserves the right to change prices of accounts or services at any time. Any changes to prices will be clearly communicated to customers prior to their application, with customers being given one month's notice of any changes. Notice will be served via email, to the email address held on the mousewise database. Payment is due every 30 or 365 days, from the date the account was established.

In addition, mousewise reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

All payment is in UK sterling.

Your personal details

Please note that whilst your email is primarily used for billing purposes, mousewise reserves the right to email you information about enhancements to our systems and product offerings. You can unsubscribe from marketing communications by reply to [mousewise](#)

We will not provide any of your personal information to other companies or individuals without your permission. However, we may need to provide your name and delivery address to third parties that mousewise may use for the purposes of delivering specific services to you (e.g. customer support).

Payment options

In order to streamline our accounting procedures and keep costs down mousewise currently number of payment options.

Cheques – can be made payable to our account stated on the invoice within 1 month of the invoice date.

BACS – payments can be made into the relevant account stated on the invoice within 1 month of the invoice date.

Standing Order – all maintenance contract fees are paid via standing order, which is set up at the beginning of contract period.

Card – can be used on visits, over the phone and at my premises.

Cash – on visits and at my premises.

1. All payments for services provided to non-contract customers will be collected immediately after the work completion on site by the engineer who carries out the work. You can be provided a detailed job sheet by the engineer, another copy of this job sheet will need to be signed by your selves or an authorised person and a payment either by cheque, cash or credit card will need to be made to the exact amount on the job sheet. Once your payment has been processed by us you will be sent an invoice via your chosen method
2. All contract customers will be given 7 days credit from the invoice date to pay the full outstanding balance. Any outstanding balances will be subject to a £20.00 late Payment fee and 20% pa interest charge commencing the 7th day of the invoice date.
3. All requests for product purchases need to be confirmed via email to mike@mousewise.co.uk. We may also require a 50% Deposit for all product sales before we can place the order. This payment will need to be made either via credit card, cheque or BACS. If the payment is via cheque then there will be a delay in the order until the cheque has fully cleared.

Refunds

We do not offer refunds. This does not affect your statutory rights.

Contract Terms

All hosting, email and dedicated server accounts are subject to a 12 month minimum contract term.

Cancellations

- After the minimum contract period, customers may cancel any package by contacting us on +44 01934 643962 (Monday to Friday, 9:00am to 5:00pm UK time). Customers must provide details of the account/package to close.
- Customers may be required to complete a Closure Confirmation form, authorising the permanent removal of all services on the account, from our system.
- On receipt of a completed Closure request or form, the account will be scheduled to close. mousewise will acknowledge the closure by sending an email to the email address registered on the account.
- If mousewise require but do not receive the completed Closure Confirmation form within 14 days of sending, the cancellation request will be discarded and the account/package will remain open.
- Any incentives that were offered to customers when opening their account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives, in the result of a cancellation.
- mousewise reserves the right to cancel the service at any time.

Disclaimers and Warranties

1. mousewise does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, mousewise cannot guarantee to be able to replace lost data unless stated on the contract. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by mousewise and its employees.
2. mousewise makes no warranties or representations that any service will be uninterrupted or error-free. You accept all services provided hereunder "as is" without warranty of any kind.
3. All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the services to be provided hereunder to the fullest extent permitted by law.
4. mousewise shall not be liable for any services or products to be supplied by any third party.
5. mousewise shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.
6. mousewise will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.
7. No matter how many claims are made and whatever the basis of such claims, mousewise maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the fees paid by You for the services in relation to which Your claim arises during the 12 month period prior to such claim.
8. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of mousewise, its employees or its sub-contractors.
9. mousewise shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-
 - I. interruptions to the flow of data to or from the internet;
 - II. changes, updates or repairs to the network or software which it uses as a platform to provide the services;
 - III. the effects of the failure or interruption of services provided by third parties;
 - IV. factors outside of mousewise reasonable control;
 - V. Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;
 - VI. Problems with Your equipment and/or third party equipment;
 - VII. Interruptions to the services requested by You.

Information Disclosure Policy

Personal and account information

mousewise will not otherwise disclose its customers' personal and account information unless mousewise has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of mousewise, mousewise customers, or others, or where mousewise has a good faith belief that the law requires such disclosure.

Electronic communications

mousewise also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail or other electronic communications that mousewise stores or transmits for its customers. The circumstances under which mousewise will disclose such electronic customer communications are when:


- it is necessary in order to provide service to the customer;
- it is necessary to protect the legitimate interests of mousewise and its customers;
- it is required to cooperate with dispute policies, court orders, warrants, or other legal processes that mousewise determines in its sole discretion to be valid and enforceable
- it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by mousewise and appear to pertain to the commission of a crime.

mousewise disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by customers or others. mousewise will, however, review, delete or block access to communications that may harm mousewise, its customers or third parties or otherwise infringe the rights of third parties. The grounds on which mousewise may take such action include, but are not limited to, actual or potential violations of mousewise Acceptable Use Policy

Please note: by signing up for any of our services you agree to be bound by all mousewise terms and conditions.

Mike Wilcox

MCITP, MCTS, Net+

 Web www.mousewise.co.uk/
mousewise™

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