



TERMS AND CONDITIONS

These are the Terms and Conditions of Martech Innovations Ltd t/a Pixel Lab, a company registered in England and Wales with company number 9557044, and registered office at 4 Green Lane Business Park, 238 Green Lane, New Eltham, London SE9 3TL. Throughout these Terms and Conditions, the words "we", "us", "contractor" and "our" refer to Martech Innovations Ltd t/a Pixel Lab, and the words "you", "your", "client" and "customer" refer to you, the customer.

A - GENERAL TERMS & CONDITIONS FOR WEBSITE, ALL CONTRACTS & SALES

A1 - Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

A2 - Terms of Access

You are provided with access to our website, including all information, tools and services available from our site in accordance with these Terms and Conditions. Please read these Terms and Conditions carefully.

A2.1 - Changes to the Terms and Conditions and to our Website Content

We reserve the right to:

update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes;

modify or withdraw, temporarily or permanently, our website with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of our website;

amend the prices payable for services and products; or

refuse to continue to allow a person to use our website for any reason at any time.

A3 - Use of Website

You may use our site only for lawful purposes and in a lawful manner. You will comply with any applicable local, national or international law or regulations regarding the use of the site.

You will not use our site to send any unsolicited material to any third party or to send any data or material that contains any type of virus.

You agree that the material on our website is made available for your personal use, and that you will not copy or use any of the material or content on our site for your own purposes.

A4 - Copyright

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content on the site belongs to us and will continue to belong to us.

A5 - Accuracy of Information

We are not responsible if the information on our site is not accurate, complete or current, and we make no warranty that your use of our site will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that our website or the server that makes it available are free of viruses or bugs. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through our site.

The material on our site, including photographs and descriptions, and any other literature provided by us is provided for general information only and is only intended to represent a general picture of our services. It should not be relied upon or used as the sole basis for making decisions and shall not form any part of any contract that is formed under these Terms and Conditions.

A6 - Transfer and Updating of Information

The transfer of information to our site is subject to our Privacy Policy in Section B of these Terms and Conditions.

You agree to provide current, complete and accurate purchase and account information for all purchases made through our site. You agree to update your account and other information, including your email address and credit card numbers and expiration dates, promptly, so that we can complete your transactions and contact you as needed.

A7 - Minimum Age

By using our site, you represent that you are at least 18 years old and that you have given us your consent to allow any of your minor dependents to use our site.

A8 - Supply of Services

We agree to supply the Services to You in accordance with the terms set out in this Agreement.

We will endeavour to supply the Services to You as soon as reasonably practicable and in the event that we become aware of any reason for delay we shall notify You.

A9 - Charges

For any services other than our Monthly website Design & Maintenance Packages or Monthly Social Media Packages or Monthly email marketing packages to be provided by Martech Innovations Ltd t/a Pixel Lab are defined in the quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Martech Innovations Ltd t/a Pixel Lab reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all services require an advance payment of a minimum of Fifty (50) percent of the project quotation total before the work is supplied to the Client for review. With the remaining Fifty (50) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by BACS, Bank Transfer, Card Payment, or cheque. Cheques should be made payable to Martech Innovations Ltd t/a Pixel Lab and sent to Martech Innovations Ltd t/a Pixel Lab, 155A Main Road, Biggin Hill TN16 3JP (Work will not commence until we have received cleared funds in our bank account). Bank details for transfers/BACS payments will be made available on invoices along with the ability to pay via a credit/debit card.

A10 - Content

To remain efficient we must ensure that work we have booked in 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/design work 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 within one week of project commencement 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.

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. Images should be supplied as high resolution jpeg's or png files. Contact us if you need clarification on this.

We will not be held liable for any costs, fines, copyright infringements or prosecutions as a result of for any copyright infringements for information supplied to us by you, where you have not

obtained the relevant permissions, paid the correct royalties to use any content, images or text you supply us with to use in relation with the services we provide to you.

Using our content management system you are able to keep your content up to date yourself.

A11 - Additional Expenses

You agree to reimburse Martech Innovations Ltd t/a Pixel Lab for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

A12 - Duration and Renewal of Services

A12.1 - Monthly Website Design & Maintenance Services/packages

Unless otherwise specified, Monthly Website Design Packages & Associated Monthly website Services are provided for a minimum contract term of 12 months and unless cancelled before the renewal services will automatically be renewed and become payable for another 12 months minimum term.

A12.2 - Monthly Social Media Marketing Services/packages

Unless otherwise specified, Social Media Marketing Packages & Associated Services are provided for a minimum contract term of 1 month and unless cancelled services will automatically be renewed on a rolling 1 month term.

A12.3 - Monthly Email Marketing Services/packages

Unless otherwise specified, Email Marketing Packages & Associated Services are provided for a minimum contract term of 3 month and unless cancelled services will automatically be renewed on a rolling 1 month term.

A13 - Hosting

The Client shall be responsible for the maintenance, renewal, control and editorial content of the Web Site. We will not be responsible for reviewing the text, graphics, animation, audio and/or digital video components prior to uploading such content onto the Web Site. The Contractor shall not be required to upload new content or alterations to existing content provided by the Client more often than twice per calendar month during the Term. The Client shall ensure that the content shall be and remain fully compatible with the Web Site; provided, however, upon request from the Client, and at the Client's sole expense, the Contractor shall make commercially reasonable efforts to assist the Client in resolving any content related compatibility problem.

We shall be responsible for all aspects of hosting, operation, and maintenance of the Web Site in accordance with the specifications set forth on the Quote or detailed in the relevant Monthly package.

The Client shall be solely responsible for collecting any and all required sales, use and value added taxes and other governmental charges and duties from users of the Web Site.

We may publish credits, disclaimers or other materials on the Web Site as the Contractor reasonably deems appropriate. In addition, the Contractor shall have the right to review the Web Site from time to time and remove or edit content which, in its sole discretion, the Contractor considers offensive, libellous, obscene or otherwise unlawful or objectionable (including without limitation, hyperlinks, framed content or meta tags which the Contractor considers potentially infringing of third party intellectual property rights); provided, however, that the Contractor shall attempt to contact the Client prior to removing or editing such content. The parties will attempt to meet in good faith to resolve any such issues. If the parties are unable to resolve such issues or the Contractor is unable to contact Client, after using reasonable efforts, the Contractor may remove such content in its reasonable discretion.

All Websites designed & built by us need to be hosted on our website servers, the minimum term for our website hosting is 12 months, pricing for web hosting will depend on the package, service or server requirements needed for your website to function. Details of the costs associated with Hosting your website will be provided to you in a quote and fees are payable annually in advance.

After the minimum term for Hosting we can arrange to send you your website files, for you to upload to your own website server, the cost for us to gather all the relevant files, databases and any other files related to your website and send you digital copies will be £500 + VAT. We are unable to install any website files we send you onto your servers and will not be held liable for any data loss, file corruption or unsuitability of the files we send to you. We are also unable to manage websites not hosted on our servers.

A14 - Data

All data created or stored by you or us within our applications and servers are your property. We make no claim of ownership of any web server content, email content, or any other type of data contained within your server space, website hosting, or within applications on servers owned by Us or third parties.

In the event of loss of or damage to your data arising out of your actions or actions undertaken on your behalf, we will not provide You with access to any data stored by Us for archiving or backup procedures except at our sole discretion.

In the event of loss of or damage to your data relating to a failure in our systems or servers, we will make reasonable commercial efforts to assist You with restoring your data. Notwithstanding this, however, You accept full responsibility for maintaining adequate backup copies of all your data.

You shall indemnify Us and hold Us harmless against all damages, losses and expenses arising out of a third party claim of intellectual property infringement in respect of your content or data.

A15 - Passwords

It is your responsibility to keep all passwords safe, to ensure they are secure (with reference to accepted best practices) and to change passwords regularly. We are not responsible for any data losses or security compromises arising as a result of compromised passwords or as a result of You giving a third party access to your password.

You are responsible for any and all actions arising out of the use of your account password.

A16 - Third Party Users

All Services provided by Us to You are intended for your use only. You agree that any decision to resell, store or give away any of the Services to third parties is undertaken on the basis that You accept sole responsibility for ensuring compliance with this Agreement and the terms and conditions relevant to any chosen Services by third parties. You agree to indemnify and hold Us harmless against any losses caused or damage suffered as a result of a breach by any third parties.

We accept no liability to You or any third parties for losses arising from third party use of your Services as set out above.

A17 - Design Credit

A link to Martech Innovations Ltd t/a Pixel Lab will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied. The Client also agrees that the website developed for the Client may be presented in Martech Innovations Ltd t/a Pixel Lab's portfolio.

A18 - Web browsers

Martech Innovations Ltd t/a Pixel Lab 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. Safari, Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that Martech Innovations Ltd t/a Pixel Lab cannot guarantee correct functionality with all browser software across different operating systems.

Martech Innovations Ltd t/a Pixel Lab 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, Martech Innovations Ltd t/a Pixel Lab 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.

A19 - Cancellation

Each package/service detailed in A12 has a minimum contract term, cancellation can not take place until the expiry of the minimum contract term for each service package. After the minimum contract term has expired for the relevant package or service, we require a minimum of one months notice from the renewal date of the package/service to cancel the contract for the relevant package/service.

A20 - Scheduled Maintenance

We will provide the Services to You using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use our best endeavours to ensure that any disruption to the Services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to You or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled.

We reserve the right to deactivate individual features, applications, scripts or programs as necessary in the interests of technical progress, security, availability of technical support on the provider or manufacturer side, to ensure the stable operation and integrity of the Our systems or in order to comply with Our responsibility to provide technically up-to-date solutions.

We shall take reasonable steps to ensure that any deactivation of individual features, applications, scripts or programs will not result in changes to a core function of the Services we provide You.

A21 - Payment

Invoices will be provided by Martech Innovations Ltd t/a Pixel Lab. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) above base rate of Natwest Bank PLC or £30 per month of the total amount due.

A22 - Liability

Our liability, and all warranties, conditions and other terms implied by statute or common law, are excluded to the fullest extent permitted by the law.

We shall not be liable for any loss or damage of any 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.

We 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.

No matter how many claims are made and whatever the basis of such claims, our 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 the fees paid by You for the specific Services in relation to which Your claim arises during the 6 month period prior to such claim.

Nothing in these Terms and Conditions limits or excludes our liability: for death or personal injury resulting from our negligence or the negligence of our employees or agents; or for any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation. Save as provided above, we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), or breach of statutory duty, or for any loss of profit or any indirect or consequential loss arising under or in connection with a Service between us; and our total liability to you in respect of all losses arising under or in connection with a Service Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the relevant Service Contract. We hereby exclude any liability for any sum that can be recovered under any insurance policy.

A23 - Force Majeure

We shall not be liable for any failure or delay in performing any of our obligations under these terms & Conditions to the extent that such failure or delay is caused an event beyond our reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving our own workforce or a third party's), failure of energy sources or transport network, threats to safety, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, unserviceability of the aircraft or of any other plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events,, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

A24 - Your Liability and Indemnification

You agree to indemnify, defend and hold harmless us and our parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

You will be held liable if you cause damage to any of our property or equipment by your negligence or wilful act or omission.

A25 - Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

A26 - Miscellaneous

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

The appropriate sections of these Terms and Conditions constitute the entire agreement and understanding between you and us and govern, as applicable, any service or product Contract between us, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

A27 - Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England, and you submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of them.

A28 - Assignment

You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without our prior written consent.

In the event that we consent to an assignment, sub-license or transfer, then this Agreement shall be binding upon both You and Us and our respective successors and permitted assigns.

A29 - Joint & Several Obligations

If You consist of more than one entity, your obligations under this Agreement are joint and several.

A30 - Contact Information

Questions about the Terms and Conditions should be sent to us at info@pixel-lab.uk or by mail at Martech Innovations Ltd t/a Pixel Lab, 155A Main Road, Biggin Hill TN16 3JP

B - WEBSITE PRIVACY STATEMENT & POLICY

B1 - What Do We Do With Your Information?

When you purchase something from us or our store, as part of the buying and selling process, we may collect personal information you give us such as your name, address and email address. When you browse our store, we also automatically receive your computer's internet protocol (IP) address to provide us with information that helps us learn about your browser and operating system.

We may send you emails about our News, products, services, store, new products and other updates.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen. You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Martech Innovations Ltd. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.

B2 - Consent

B2.1 - How do you get my consent?

When you provide us with personal information to complete a transaction, place an order, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we imply that you consent to our collecting it and using it for that specific reason, we will provide you with an opportunity to say no, via the unsubscribe button on our email marketing.

B2.3 - How do I withdraw my consent?

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at info@pixel-lab.uk or mailing us at: Martech Innovations Ltd t/a Pixel Lab 155A Main Road, Biggin Hill TN16 3JP

B3 - Disclosure

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

B4 - Payment

If you choose a direct payment gateway on our website to complete your purchase, you will be directed to our payment gateway company's server, We use Stripe to process on all transactions on our website. We do not hold, save or process any card or payment details on our website or server, if you choose to pay using stripes payment gateway you will be directed to their servers where your card payment will be processed and card details saved if you opt in for this services. More details can be found here <https://stripe.com/gb/legal>

B5 - Third-Party Services

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

B6 - Security

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your information on our website, the information is encrypted using secure socket layer technology (SSL) with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure.

B7 - Cookies

We Use Cookies on our site to enable us to give our website visitors the best experience possible.

To find out which cookies are used please refer to your web browser. You will also have the opportunity on your web browser to delete any cookies we may store and also turn off cookies for this site.

B8 - Age Of Consent

By using this site, you represent that you are at least the age of 18 and you have given us your consent to allow any of your minor dependents to use this site.

B9 - Changes To This Privacy Policy

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

B10 - Questions And Contact Information

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our staff at info@pixel-lab.uk or by mail at Martech Innovations Ltd t/a Pixel Lab, 155A Main Road, Biggin Hill TN16 3JP

B11 - Validity And Returns

Purchases made are final and are not eligible for refund or exchange, this does not affect your statutory rights.