

Conditions of Use & Sale

Welcome to Activ8 Creative

Willandmoor t/a Activ8 Creative

websites (the "website") and sell our products to you subject to the conditions set out on this page.

Please read these conditions carefully before using the Activ8 Creative website. By using the Activ8 Creative website, you signify your agreement to be bound by these conditions. In addition, when you use any current or future Activ8 Creative service, you will also be subject to the guidelines and conditions applicable to that service.

1. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update the information you provided us with in the Your Account area of the website.

Activ8 Creative reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

2. Privacy

Please review our Privacy Notice, which also governs your visit to Activ8 Creative to understand our practices.#

3. Access to Activ8 Creative website

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

4. Licence for website access

Activ8 Creative grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Activ8 Creative. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Activ8 Creative and its affiliates without express written consent. You may not use any meta tags or any other "hidden text " utilising Activ8 Creative's or its affiliates' names or trademarks without the express written consent of Activ8 Creative. Any unauthorised use terminates the permission or license granted by Activ8 Creative.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of Activ8 Creative as long as the link does not portray Activ8 Creative.co.uk, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Activ8 Creative logo or other proprietary graphic or trademark as part of the link without our express written consent.

5. Your conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not Activ8 Creative, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for any of the following:

for fraudulent purposes, or in connection with a criminal offence or other unlawful activity to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam" to cause annoyance, inconvenience or needless anxiety

6. Reviews, comments, communications and other content

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. Activ8 Creative reserves the right (but not the obligation) to remove or edit any content.

If you do post content or submit material, and unless we indicate otherwise, you grant Activ8 Creative and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Activ8 Creative and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Activ8 Creative, including the execution of deeds and documents, at the request of Activ8 Creative.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to Activ8 Creative: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Activ8 Creative policies or guidelines and will not cause injury to any person or

entity (including that the content or material is not defamatory). You agree to indemnify Activ8 Creative and its affiliates for all claims brought by a third party against Activ8 Creative or its affiliates arising out of or in connection with a breach of any of these warranties.

7. Defamation claims

Because Activ8 Creative lists thousands of products for sale on the website and hosts many comments, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, Activ8 Creative operates on a "notice and takedown" basis. If you believe that any content on, or advertised for sale on, the website contains a defamatory statement, please notify us immediately by following our Notice and Procedure for Notifying of Defamatory Content. Once this procedure has been followed, Activ8 Creative will make all reasonable endeavours to remove the defamatory content complained about within a reasonable time.

8. Copyright and database rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Activ8 Creative, its affiliates or its content suppliers and is protected by United Kingdom and international copyright and database right laws. The compilation of all content on this website is the exclusive property of Activ8 Creative and its affiliates and is protected by United Kingdom and international copyright and database right laws. All software used on this website is the property of Activ8 Creative, our affiliates or our software suppliers and is protected by United Kingdom and international copyright laws.

You may not systematically extract and/or re-utilise parts of the contents of the website without Activ8 Creative's express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without Activ8 Creative's express written consent. You also may not create and/or publish your own database that features substantial (eg our prices and product listings) parts of this website without Activ8 Creative's express written consent.

9. Copyright claims

Activ8 Creative and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us stating Notice and Procedure for Making Claims of Copyright Infringement.

10. Trademarks

Activ8 Creative, and other marks indicated on our website are trademarks or registered trademarks of Activ8 Creative or its subsidiaries (collectively "Activ8 Creative"), in the European Union and/or other jurisdictions. Activ8 Creative's graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of Activ8 Creative. Activ8 Creative's trademarks and trade dress may not be used in connection with any product or service that is not Activ8 Creative's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Activ8 Creative. All other trademarks not owned by Activ8 Creative that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Activ8 Creative.

Conditions Relating to the Sale of Products to You

This section deals with conditions relating to the sale of products by Activ8 Creative to you.

11. Our contract

When you place an order to purchase a product from Activ8 Creative, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you (the "Dispatch Confirmation E-mail"). That acceptance will be complete at the time we send the Dispatch Confirmation E-mail to you. Any products on the same order which we have not confirmed in a Dispatch Confirmation E-mail to have been dispatched do not form part of that contract.

12. Pricing and availability

If we list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by e-mail if any products you order turn out to be unavailable.

Despite our best efforts, a small number of the thousands of products in our catalogue are mispriced. Rest assured, however, that we verify prices as part of our dispatch procedures. If a product's correct price is lower than our stated price, we charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of such cancellation.

13. Electronic communications

When you visit our website or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. Losses

Activ8 Creative will be responsible for any losses you suffer as a result of us breaching these conditions if the losses were reasonably foreseeable to both you and us when you commenced using the website, or a contract for the sale of goods by us to you was formed. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed. Activ8 Creative does not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty.

15. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use & Sale at any time. You will be subject to the policies and Conditions of Use & Sale in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

16. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

17. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

18. Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.

19. Our details

Activ8creative.co.uk , BSTprinters.co.uk , BSTprinters.com , BST-online.co.uk , Easy4print.co.uk , Qubegraphics.co.uk is part of Willandmoor Limited t/a Activ8 Creative.

Terms & Conditions

Definitions:

20. 'The Company' is Activ8 Creative. 'The Client' means the party, or any person acting on their behalf with whom the Company contracts.

PO = Purchase Order / VAT = Value Added Tax All charges & prices for services carried out by the Company are subject to VAT (where applicable) at the prevalent rate. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.

A signed purchase order (preferably with a PO number and project value) will need to be raised for the full quoted and agreed amount before work can commence on any job. A separate PO may need to be raised for any extras such as distribution, storage, deliveries or mailing. All work is billed either monthly or on completion of project stage, or the relevant hourly charge as previously agreed.

All estimates are based on expected or agreed design time and include two sets of authors corrections where alterations are called for by the Client, or if additional changes are required by client. Where there is a change of brief, the Company will inform the Client in advance of any extra costs likely to be incurred.

All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, the Company will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.

Whilst every effort will be made to achieve agreed delivery, the Company cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Company's control.

For all new clients payment for the full or part amount + VAT may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, the Company must receive full payment not later than 30 days after the date of Invoice. The Company reserves the right to make a surcharge of 2% per month interest to accounts that are not paid by this time. Client credit screening may affect any subsequent credit agreement. Once a client has agreed to the Company's current Terms and Conditions on a credit account with the company, Activ8 Creative shall invoice in project stages e.g. Stage 1 Conceptual Design, Stage

21. Detailed Design and Design Development etc. Upon stage completion unless where exceptional terms have been agreed with the client.

Activ8 Creative reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the Client for a period of 4 weeks or more then stage invoicing will occur.

In good faith, Activ8 Creative would hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.

Disbursements on behalf of any client may result in a request for payment in advance from the Client. All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of the Company until full payment has been made on the Client's account, and all project costs have been cleared.

Once final proofs/materials have been signed off, the Company cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product. It is the responsibility of the Client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to Activ8 Creative by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. Activ8 Creative will not accept responsibility/liability for infringements caused by any wrongly supplied materials. The Company reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of the company and such services are deemed to be carried out 'indirectly' by the Company.

As part of larger projects which involve 3rd parties commissioned directly by the client, the Company will not be held responsible in any way for services not carried out/managed directly or indirectly by the Company. Advice of any loss, quality or damage issues must be reported to the Company within five clear working days of delivery and receipt (whether be printed or digital) and any claim in respect thereof must be made in writing to the Company within 3 working days thereafter. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.

In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform the Company immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into. Every endeavor will be made to deliver the correct printed quantity ordered, but estimates are conditional upon margins of 5%. The Company reserves the right to change/alter ordered amounts in the Clients best interest.

Whilst taking every care to protect all media and correspondence supplied, the Company cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into. The Company cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore the Company will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.

It remains the Client's responsibility to seek copyright protection if desired for any creative/

intellectual property provided to the Client by the Company. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that Activ8 Creative judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or printing press time or any other supply costs accruing.

The Company reserves the right to the addition of our Company credit on printed or digital projects unless instructed otherwise by the Client and, to the use for self-promotion any work carried out for the Client. The Company reserves the right to use both initial creative concepts and final approved design work for the purposes of the Company's marketing activities (both online and offline) unless otherwise requested/ agreed with the Client.

Terms and Conditions may be changed at any time without prior notice to its clients. Notification will be sent to all clients at the time of the Terms and Conditions alterations.

The company shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond it's control including (without limiting the foregoing), Act of God, Legislation, War, Act of terrorism, Fire, Flood, Drought, Failure of power supply, Lock out, Strike by employee's in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.

Activ8 Creative will have a lien over any product, data or materials if all payments due from you have not been paid and cleared in full within 1 month from the date of the invoice. We reserve the right to withhold supply of goods and, in the case of web services, this includes recalling services including the hosting of websites. The Client is agreeing fully to the Company's trading Terms and Conditions by commissioning our services.

This website is owned and operated by Willandmoor Limited.

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