

These Terms and Conditions apply to access and use our website & services, under the domain name www.creativelocker.co.uk. This site is managed and operated by CreativeLocker.co.uk. By using our website or any of our services, you will be bound to these Terms & Condition's and we will require an e-signature of them to start work.

We reserve the right to change these Terms & Conditions 'Contract Agreement' at any time and will automatically apply after 30 days' notice.

Service Agreement

- Website Plans are contracted to a minimum of 12 monthly payments.
- After the minimum payments and contract length is completed, you will automatically be placed into a 1-month contract, with a period of 30 days' notice to cancel. This will happen automatically without notification and will be the customer's responsibility, to ensure they cancel if they want to after the minimum period has ended.
- Please be aware that any additional extras, features, pages, plugins that are not included within your plan will occur an extra £50 fee for any amendments or additional changes.

Definition of the terminology used in this document

- The terms "Your" or "You" is the end user accessing the website or using our services. "Us" or "We" or "Our" stands for our business CreativeLocker.co.uk.
- The term 'Project' stands for any work CreativeLocker.co.uk undertake or any service provided by us, described on our website based upon the applicable plan.
- The term 'Live Date' describes the date your website will be published.
- The term 'Hosting' describes an essential service required for your website to work online.
- The term 'Domain' describes your websites address, which specifies an available domain name or self-owned domain name, which will be used for the client's website.
- The term 'Open Source' is describing the use of software freely available for anyone to use under the GNU General Public License.
- The term 'Content' describes both the images and text used on a client's website.

- The terms 'Contract', 'Contract Agreement' and 'Terms & Conditions' is all terms used for this Contract Agreement.
- The term 'SEO' stands for 'Search Engine Optimisation' in full.

Background Check

- CreativeLocker.co.uk reserve the right to conduct a background check on your personal profile or/and your business (if a limited/partnership/another type of a company). This will usually be conducted by the 192.com service, but we reserve the right to also conduct this search, using other third-party providers. We hold the right to conduct this without notification to the client.
- Information from the background check might be saved, so we can compare this information to the ones provided by the client's registration form.
- Management reserve the right to ask further questions, request identification or refuse our services, for any reason we deem necessary. This contract can be terminated for any reason if we deem that is necessary, from the results of the background check.

Service Eligibility

Clients are responsible for making sure they are eligible for our services based upon the requirements below:

CreativeLocker.co.uk cannot currently accept those who are currently:

- On the insolvency register.
- Has a company disqualification.
- Not in a responsible state to operate a business or someone who does not have the funds to cover the whole contract agreement for the full amount.
- A client or business who has used us previously who has been banned from using our services or has unpaid bills outstanding with us or who did not manage to complete their contract payments in full.
- A person or business/company that has been declared bankrupt in the last 10 years.
- Providing an illegal service/product.
- Involvement in fraudulent activity of any kind.

Late Payment Fee's

- CreativeLocker.co.uk will charge a £15 late payment administration charge for any late invoices, that exceed 7 days or over. This fee will be applied automatically, and we reserve the right to collect this fee automatically via your next subscription payment. If no active subscription is set up, this fee will be added to an invoice for Debit/Credit Card payment.
- If any payment exceeds over 30 days, your services will be suspended, and further action will be taken using legal methods such as the Small Claims Court or/and Solicitor Firm (but not limited to). We reserve the right to pass on your personal information to these firms, if necessary. In this case, we will charge for the maximum legally possible late payment interest/charges. If you come back to us before we take proceedings and wish for the website to be reinstated, there will be a £50 reconnection fee on top of the outstanding payments and/or current months payment.
- Your website will be kept for 2 months after the last payment received and will then be deleted, once deleted we can not get back the lost content.

Website Suspension

- The website can be 'suspended' if (but not limited to) there is Late Payment, Refusal of Payment, Cancelled Subscription, Inappropriate/Illegal Content on the website, or for any reason management deem necessary. We do not have to notify you if your site has been suspended and can be done any time, down to managers discretion.
- For any downtime caused by 'Website Suspension' or any lost profits and emails, we will not be held responsible for any liability in any way.
- Payments will be still collected as usual during the minimum contract term, during any type of 'website suspension'.

In the case of a Website Suspension, the following will be affected:

- Your website will be marked as 'Suspended', and you will not be able to access your site, and neither will the public.
- You will not be able to receive or send emails and any emails during the suspension that were sent to you and these emails will not be able to be recovered, under any circumstance.
- Payments will be still collected as usual during the minimum contract term, during any type of 'website suspension'.

- CreativeLocker.co.uk holds full right to keep a website suspended, for any reason we deem necessary.

Deadlines & Estimated Date of Completion

- CreativeLocker.co.uk will always try and stick to any deadlines or estimated date of completion (ETA's) we set. In some circumstances in or out of our control, this may not be possible, and the websites contract cannot be cancelled by the client. However, we may offer a free month as a goodwill gesture, on managements discretion.
- We will require all relevant forms filled and payments made, content handed to us (if applicable), to be completed before any deadlines can start.
- We hold the right to change your 'deadline' or 'estimated date of completion' (ETA) at any time and for any reason.

Payment Terms & Conditions

- We allow for a 12-hour grace period to change your mind, from sign-up to change your mind on our Website Plans. Once work on your website has commenced, no cancellation or refunds will be given. Please ensure you are fully committed to your website's idea, before signing up to a plan.
- No refund of the first monthly payment will be provided, on a result of a cancellation.
- We have the right to charge a £15 fee if a subscription is cancelled, during a contractable term. If you need to change your card details, you must not cancel your subscription and instead update your card details through your account, alternatively get help by emailing info@CreativeLocker.co.uk
- We hold the right to reattempt failed subscription payments automatically
- It is a requirement to have an active subscription set up at all times if you have any pay monthly services with CreativeLocker.co.uk.
- We hold the right to change our payment gateway provider at any time or payment method type, and clients will need to re-setup with the new method.
- We only accept Debit/Credit Card through our website subscription payment. Management reserve the right to change this at any point. Please ensure you can pay using these methods, before signing a contract with us.

- If you need to postpone a project, this will need to be approved by CreativeLocker.co.uk management and shall be no longer than 2 weeks. If approved, payments must continue after 2 weeks.
- If a customer refuses to pay for a period over 2-months, we have the right to claim for the entire outstanding amount due (within the minimum contract) as 1 payment and suspend the website.
- We will provide you a free domain for the first year. You must renew this annually at cost. Approx £10 per annum for .co.uk domains and £15 for .com domains or you will lose your website and/or emails due to the website expiring.

Communication

- It is the client's responsibility to ensure we are notified of any change in your personal information including (but not limited to) address, phone number, name or business type (e.g. Sole trader). If you have not received communication from us because you have not told us about your new details, this will be the client's responsibility and we will not be held responsible.
- Email is our primary method of contact within the website development process and for technical support after the website has been developed (if applicable). This is the most cost-efficient way to communicate, which allows us to keep prices as low as possible, for our clients. Our email address is info@CreativeLocker.co.uk.
- It is essential to keep in contact with CreativeLocker.co.uk throughout the website development process. If the client doesn't contact CreativeLocker.co.uk for over 14 days, of us trying to contact you, the project could be terminated, and the minimum payments will still be enforceable.

Copyright, Intellectual Property & Legalities

- CreativeLocker.co.uk will expect the client to carry out sufficient research before signing up to any of our services. This includes (but not limited to) checking the idea/project/business/website you have will operate legally. You must not use or sign up to any services, if in any way you are operating illegally.
- We will not be held responsible for any of the content, images or any other material on the website, that copyright infringes another business/website nor the illegal use of material used on your website. It is the client's responsibility to ensure the content/images/other material

used on the website is legal. CreativeLocker.co.uk will not be held responsible in any way.

- We hold full right to remove/take-down any material on your website, which we believe is illegal or inappropriate.
- Where we have used any graphics or images on the website, that have been created or purchased from a third-party by CreativeLocker.co.uk. These are restricted by a licence to only be used on 1 website only. We have a limit of purchasing up to 15 images/graphics per website and if you need any more will occur an additional fee. CreativeLocker.co.uk will not be held responsible for illegal or misuse of these images, by the client or other's distributing, amending or copying the images/graphics to other organisations or individuals.

General Business Terms

- CreativeLocker.co.uk is currently a sole trading business
- CreativeLocker.co.uk reserves the right to change its business address at any time.
- CreativeLocker.co.uk reserves the right to become a limited company or another company type, at any point.
- CreativeLocker.co.uk reserves the right to charge VAT on payments automatically, if we were to become a VAT registered business.
- We make no guarantees or claims that the contents of our website are legally/lawfully viewed or downloaded outside England & Wales. If you access our website outside these areas, it is done at the user's own risk and the website visitor is responsible for obeying the relevant laws of the visitor's jurisdiction. These Terms & Conditions are governed by the law of England & Wales. Any claims regarding the content of our website will lie exclusively with the courts of England. If any of these Terms & Conditions are found to be invalid by the court having competent jurisdiction, in that case the other terms and conditions found to be valid will remain in full force and in effect.
- CreativeLocker.co.uk will be in no way held responsible for your business or projects operation, profitably or sales, that could be claimed as an effect of the services offered by CreativeLocker.co.uk.
- CreativeLocker.co.uk hold the right to pass on your personal information, to services related to your services. However, we will never sell your personal information to third parties.

- CreativeLocker.co.uk has full right to use your website links and material, to advertise its products on various marketing platforms, on our own website and adverting material.
- We will place a small text link in the footer of your website to state that your website was created by CreativeLocker.co.uk and will include a link to our website. This link can be removed on request to info@CreativeLocker.co.uk.
- Any passwords you provide or that CreativeLocker.co.uk provides to you, should be changed immediately. Customers are responsible for their own security.
- CreativeLocker.co.uk hold the right to refuse any client our services, for any reason we deem necessary, which we do not have to disclose. We can also refuse services for certain business ideas or business categories; we do not deem as 'sustainable' and that provide too much risk for us.

Website Aftercare

- We can offer you an extra Monthly Website Maintenance package which come with 'Ongoing Technical Support' which ensures that any issues caused by CreativeLocker.co.uk or by a website plugin upgrade are fixed. We can also provide help on how to use your website's dashboard, extra pages and any amendments, changes or alterations you need email info@creativelocker.co.uk for more information.
- Any self-inflicted or client caused issues are not covered by our technical support and will be charged a £50 fixing fee.
- Amendments and alterations are not covered by our Website monthly package and will occur a £50 fee for any changes or additions you require
- While we take every care to ensure we take backups, we can't fully guarantee the loss of data can be recovered, if a backup file fails or becomes corrupted.

Website Hosting

- Standard or Premium plan websites should not exceed over 10gb in storage and E-Commerce plans, should not exceed over 15gb in storage. If you exceed this, you will be asked to upgrade to your own server, which will occur an extra fee down to managements discretion. We hold the right to suspend your website immediately without warning, in this case.
- If your website affects the performance of other websites, on one of our servers, you will be asked to upgrade to your own server. Your website

will be taken down immediately in this case (without warning) to ensure this does not bring the server to have downtime.

- We hold the right to limit your websites CPU, RAM, Disk Read/Write or another resource, to ensure server performance is equal between our clients.
- You will not be allowed to use your own website hosting or have access to your websites hosting if you are hosting your website with CreativeLocker.co.uk.
- It is required that all websites within their minimum contract or on a one-month rolling contract, to be hosted on CreativeLocker.co.uk servers.
- We can not provide any type of access to your websites hosting when hosted on CreativeLocker.co.uk servers. This includes FTP access unless management decides otherwise.
- CreativeLocker.co.uk holds the right to remove your website, emails and any other data permanently after 60 days of cancellation, non-payment or suspension.
- Our servers are provided by third-party companies, their terms and conditions will automatically be applied to you.
- In the rare case of server/email/website or another type of downtime, we will not be held responsible for your loss of earnings, whether caused by a third-party or ourselves.
- If you wish to move your websites files and database after the minimum contract ends (12 months) and all payments have been made. We will need 1 months' notice and once the files are sent, we will take no responsibility on setting up these files onto a new host. Once the files leave CreativeLocker.co.uk, we will no longer be held responsible in any way.

Domain Name

- If your domain name is with CreativeLocker.co.uk, we cannot provide access to your domain control panel, this also includes DNS and email settings.
- Domain names with CreativeLocker.co.uk cannot be transferred or accessed within its minimum contract or if there are any outstanding invoices due.
- If your subscription is cancelled or you have outstanding invoices, we can automatically release your domain name back to the market (set to expire the domain name), at the time of its renewal.

- Website Plans come with 1 free domain name, which is either an available (.co.uk) or (.com) domain name. Other domain names will occur an additional fee, according to management discretion.
- If you currently own a domain name, this will need to be transferred to CreativeLocker.co.uk (unless managers discretion has stated otherwise). It is the customer's responsibility to ensure the transfer works.
- If you wish to have a transfer of your domain name after your contract ends and all minimum payment has been made to us, this will require 1 months' notice and you will need to provide an IPS tag, of your new provider. After we release the domain name, we will no longer take responsibility for the transfer or management of the domain name.
- The domain name will be registered under your details, provided to us on your registration form. However, we will own the domain name in our account, until all payments are made to us and the minimum contract period has ended.

Email

- Mailboxes have a maximum storage of 10gb per mailbox if this is exceeded emails will not be sent or stored, without warning. It is the client's responsibility to keep their mailbox storage limit, within the limits we set.
- Additional email storage can be provided for a fee, according to managers discretion on request.
- SMTP for emails will go through Amazon SES (Simple Mail Service) you will automatically be bound by their terms & conditions.
- If your bounce rate is too high or you're sending out too many marketing messages (spam) or any other reason that affects your SMTP health score, this can also affect our other clients. In this instance you will be removed from Amazon SES immediately, and your emails will stop working without notice.
- After the minimum contract ends and all payments have been made, if you wish to close your mailbox and have the emails transferred, this can only be done within the restrictions of our website hosting. Once we start the process of closing your mailbox, we take no responsibility in setting up or transferring your emails to a new provider.
- While we do everything, we can to ensure customer security, we can't be held responsible for any actions, spam, downtime, lost emails or vulnerability's you could be exposed too or any other reason.

- Emails can be used through the CreativeLocker.co.uk Webmail client online or can be connected to third-party software such as Outlook or Windows Mail. Connecting to third-party software such as Outlook is the client's responsibility. If you require assistance connecting to third-party software from CreativeLocker.co.uk, this will occur an additional fee.
- Mailboxes are subject to the restrictions of our server and the Round Cube open-source software.
- If you do not wish to use our CreativeLocker.co.uk Webmail system, we can additionally set up email forwarders, which can forward the emails onto a Gmail address or other online email provider. However, in this instance you will not be able to send from your professional email address and only receive from the email address.
- Emails are connected using the IMAP & SMTP formats to third-party software. POP3 and Exchange are currently unavailable.
- The security of the email accounts is down to the client. Please ensure you set a strong password with special characters, lowercase and uppercase letters, numbers and immediately change any stock passwords we email to you.

Marketing & Search Engine Optimisation

- If a plan comes with the feature 'Initial SEO' this is a process which includes optimising your websites with an SEO package, we input relevant meta-tags, descriptions, keywords, alt image description and submitting your sitemap to Google. We can not guarantee any placement in any search engines or guaranteed ranking positions of your site. This is down to the respective search engine algorithms.
- We cannot be held responsible in any way for your ranking on any search engine, in the result of our services. No refunds or compensation will be provided in any cases.
- When amending, creating, updating, maintaining and changing one of our client's websites, there could be a change in your ranking – which we cannot be held responsible for.

Website Copywriting/Content Writing & Products

- CreativeLocker.co.uk can offer Content Writing for its websites at an additional charge. Please contact us on info@CreativeLocker.co.uk, to get a quote for our professional content writing service. If you do not proceed with a content writing service from CreativeLocker.co.uk, we will need to send the content to us in a Microsoft Word or OpenOffice document, in a

clear layout with the page title above it needs to go onto. We will need this document within 2 weeks of starting the website design process. Timeframes we provide for the development of the website are not started until this document has been received by CreativeLocker.co.uk. After 2 weeks of the document not being received, we reserve the right to start the website monthly payments.

- Products, blog posts and categories are to be added by the client themselves through their website control panel and are excluded by any content writing plan or feature we offer.

E-Commerce Sites

- E-Commerce sites are powered by WooCommerce on the WordPress CMS. Functionality is restricted to this platform.
- CreativeLocker.co.uk does not provide a payment gateway, you will need to choose a gateway such as Stripe, PayPal or another WooCommerce supported payment gateway.
- If you wish to import stock (products) onto your website, we must know this in advance of the client signing this contract, as this may or may not occur an extra fee. We cannot be held responsible or assist in importing products through third-party wholesalers.
- The client is responsible for adding their own categories and products to their website, CreativeLocker.co.uk does not provide this as a feature or service.

Website Design/Development

- We understand getting your design right for your website is essential. We impose a maximum of 2 rounds of revisions for the website before charging further amendments at £50 a round of amendments and changes. Once your first edition has been sent for your approval, please ensure all changes, corrections, amendments and alterations are included within these 2 rounds of revisions. Any further design revisions and corrections will occur the additional charges.
- If you request multiple design revisions, this will require more time from our developers, to carry out work on your website. This will make any previous timeframes we have provided invalid. Please be patient as any design revisions will need to be booked into the next available slot.
- If you decide to change your business name at any time during or after the process and need your new branding uploaded and a new domain name setup, this will occur an extra fee of £50.00 to be carried out. The domain

name will occur an extra charge, which is down to the extension type and management's discretion. If your business model changes at any time before or after the process, depending on management's discretion and if accepted will occur additional charges depending on the amount of work that needs to be carried out. We are under no obligation to accept these changes and management can refuse to carry out that work.

- CreativeLocker.co.uk uses Open Source Software (OSS) and sometimes templates & plugins to be adapted or modified to help develop elements of the client's website. This will help us speed up the time it takes to develop your website and will provide you with added functionality including the ability to edit your own website. Free versions of plugins may also be used for some of the functionality of your website, available from marketplaces such as (but not limited to) WordPress Plugins directory. If you need the premium version of any of these plugins, they will need to be purchased separately by the client.
- We always try and meet the client's design specifications (within reason), in some cases this is not always possible, and we make no guarantees on any of your design specifications and an alternative may need to be found in some cases. Design, layout and functionality changes are all subject to the restrictions of the WordPress & WooCommerce (for e-commerce sites) platforms.
- We do not allow customers to access certain WordPress functionality and comes with a 'Custom CreativeLocker.co.uk' version of WordPress. E.g. Some plans will not be able to create posts/pages, and no plans allow users to install plugins.
- Your website is created using the Elementor, Baker or Visual Composer page builder, which also allows our customers to edit their websites. We cannot guarantee features of the 'Premium' version if CreativeLocker.co.uk management decides to no longer continue with the software. We cannot guarantee features from this software will work outside CreativeLocker.co.uk servers, and you will need to buy a 'premium' license for the software if you decide to host your website elsewhere after all minimum payments have been completed. Your Visual Composer premium licence will be deactivated if you choose to leave CreativeLocker.co.uk after all minimum payments have been completed.

Availability & Support

- Opening hours are between 9:00 am – 5:00 pm Monday-Friday on business working weekdays. We are closed on bank holidays.

- While avoided as much as possible, we reserve the right to close CreativeLocker.co.uk on days with staff shortages, upgrades, weather conditions, seasonal holidays, events or for any other reason we deem necessary at short or no notice.
- We reserve the right to change our opening hours, at any time.
- We will send across instructions on how to setup CreativeLocker.co.uk Webmail on third-party software such as IOS Mail, Android Mail & Outlook. We cannot offer email or phone support when setting up emails on third-party software unless we state otherwise to you.
- We will aim to fix any reported issues within a reasonable timeframe, which are not caused by the customers doing, within business hours.
- In addition, CreativeLocker.co.uk will not tolerate any form of swearing, anger, harassment from customers or third-parties against its employee's. CreativeLocker.co.uk reserves the right to cancel a contract without refund and with full payment due as 1 whole payment, in the event of inappropriate or unreasonable behaviour and conduct. If any threatening behaviour is directed to any of our employee's, communication will then be by postal mail only.