

Terms & Conditions

The following Terms and Conditions will be applicable in any dealings that you (whether an individual or a corporate body) and Digimax ("We", "Our" "Us") are involved in. In particular, the terms will apply when working on projects with Us, regardless of the medium used to start the project, whether through telephone, internet and/or verbal communication. You acknowledge that you have read, understood and accepted the most current Terms and Conditions as they shall be prescribed by Us.

1. Acceptance of orders

(a) We contract for the supply of services only subject to these terms and conditions and anything in the client's project request or enquiries inconsistent with these terms will not be binding to Us.

(b) The terms and conditions herein shall constitute the entire agreement between Us and any modification to these conditions will be binding only if we have signed it and such evidence contains specific reference to those conditions being modified.

(c) Acceptance of the client's order takes place when an order confirmation - email/written/verbal is made with the client's, or preliminary work is undertaken on the client's instructions.

(d) We reserve the right to decline any order for any reason at our sole discretion.

(e) Any timescales provided to You will depend on swift feedback and approval from You. Please note the time scales provided to You are an estimate and they are not guaranteed.

2. Archived designs

Designs are usually archived in the cloud. We make no guarantee that files will be archived for more than 1 year.

3. Client's property

Client's property and all property supplied to us by or on behalf of the client's shall while it is in our possession or in transit to or from the client be deemed to be at clients risk unless otherwise agreed and the client should arrange insurance accordingly.

4. Jobs on Hold

Jobs put on hold by the client for more than 60 consecutive days will result in the customer being billed for, and being liable for paying, the full remainder or total of the job, whichever is applicable. If the customer reinstates the project, We must receive notification of this reinstatement within 6 months following the expiry of the 60-day hold period referred to above. If the project reinstatement is not received within this 6-month period, automatic cancellation of the project will occur and the client will have responsibility for payment of any outstanding fees. We reserve the right not to resume work on a cancelled project however in certain cases we can apply our discretion to complete the project.

5. Payment terms

Our fees for website and/or branding services will be payable in four equal monthly payments via our trusted direct debit provider, GoCardless®. GoCardless is a secure and reliable payment platform that facilitates direct debit transactions.

Any other payment method may be accepted at the discretion of management and must be agreed upon in writing before the commencement of services.

Payment of invoices is due within 7 days of delivery by email or post unless otherwise agreed. We reserve the right to apply statutory late payment interest for delayed payments and to require reimbursement for any additional costs or expenses incurred in enforcing payment.

No discounts will be provided for late invoices, banking errors, or administrative oversights.

6. Supply of design data

A charge may be made to cover any additional work that is necessarily carried out where the design data supplied or specified is not clear, legible, or in the prescribed format/specification to produce satisfactory results.

7. Branding

7.1 Branding Packages

7.1.1 Digimax offers the following branding packages: Core, Associate, Concierge, Recreate, and Refresh.

7.1.2 Each package is tailored to meet specific practice needs, including creating new brand identities or refreshing existing

ones.

7.2 Deliverables

7.2.1 All packages include:

- Logo files in PNG, JPG, EPS, AI, and PDF formats.
- CMYK and RGB colour format files.
- High-resolution files for print and social media.

7.2.2 Packages (excluding Refresh) also include:

- Business card, letterhead, and digital letterhead design templates.
- Compliment slip and appointment card templates.
- Brand guidelines (except for the Refresh package).

7.3 Revisions and Additional Costs

7.3.1 Each package includes a specified number of revisions, with additional revisions charged at £200 per revision.

7.3.2 Brand guidelines are available as an optional extra for £250 + VAT.

7.4 Project Timelines

7.4.1 Clients must commit to providing feedback within a 6–8 week timeframe to ensure timely completion of the project.

7.4.2 Delays in feedback may result in adjustments to timelines and deliverables.

7.5 Important Notes

7.5.1 Clients are encouraged to review "The Branding Guide" to understand the process and set expectations.

8. Website design feedback

You can request unlimited (non-structural) amendments however they must be made within a total of three rounds. The unlimited design amendments at our discretion may not apply to bespoke animations, shopping systems, bespoke systems and those other criteria that we specify either on our FAQ page or directly to you.

After the three rounds of unlimited changes, fees for changes will be charged at our standard hourly rate. Structural or design changes after the approval of the homepage / inner pages will incur a minimum cost of £220 per change (2 hours fee).

We kindly request you to take the time to collate your feedback before sending to us to avoid any additional charges.

Any remedial work required on websites after launch will be chargeable.

9. Copyright

(a) Copyright for all final design work will be perpetually, irrevocably, and exclusively licensed to the client once payment has been made in full. For the avoidance of doubt, all copyright is owned by Us unless paid for in full.

(b) Notwithstanding the foregoing, the copyright for all clients data and databases, structure, and content therein whether submitted by third parties through the website or other feedback input and any data derived by the client through the use of server-side and client-side scripting will remain the property of the client.

(c) Work created by Us must not be construed by third parties as its own, expressly, or impliedly. You shall be responsible for all the design data they supply. You shall obtain the necessary authority or licenses to reproduce picture, artwork, photographs, logos etc. You will indemnify Us and our agents from any third-party claim(s) arising thereof. Website content (excepting previous), design, and software are copyright protected by Us and our partners.

10. Proofs of work

Proofs of all work may be submitted for the client's approval and we shall incur no liability for any errors not corrected and communicated by the client in proofs that we submit. Any client alterations and/or additional proofs requiring additional work outside of the agreed changes may be billed to the client at Our standard hourly rate.

11. Company imprint

All websites will carry our company name and hyperlink to <https://digimax.dental> in the footer which will be positioned at our discretion. Removal of the imprint and hyperlink will constitute a breach of our agreement.

The company imprint and hyperlink serve as advertising for us; therefore, the website fee quoted to you has been reduced from our standard rate to reflect the savings we achieve through this advertising. Please note that if our company imprint and hyperlink are removed, you will be required to pay the difference between your original quoted

rate per website/location and the full, non-discounted amount of £11,500 (excluding VAT) per website/location.

If your website is no longer managed by us, you must retain our company imprint and hyperlink in the footer of your website unless we specifically request its removal.

12. Designs for the purpose of our portfolio

Any work created by Us for any client may be showcased by Us within Our portfolio. Any artwork which involves works of third parties i.e. supplied designs, logos, and photos, may also be used for the purpose of displaying past works in Our portfolio.

We may enter websites that We have designed for awards.

13. Site Modifications

In the event of site alteration by the client or any other person acting on the client's instruction rendering the site unusable, We may restore the site to its previous working condition at a standard hourly rate. The modifications can only be undertaken by Us if the resources needed to do so are available. We shall not be responsible for unauthorised access by third parties to the site or for any stolen data by any unauthorised person.

We may refuse alterations in the direction of our design, which we feel will be detrimental to the success of the practice based on what we know works from our trusted website success formula. In this scenario, We will explain the position and may suggest an alternative way of working or politely request cancellation of the project.

We are not responsible for any website downtime or forms not working. We advise you to test your forms as the server environment / updates to the server can render a form working without notice.

After the launch of the project, if a third party makes changes to the website which cause any part of the website to fail, we will not be obliged to correct this. Where applicable, we may provide a quote to fix the issue.

14. Communication of feedback

Clients are requested to provide feedback or requests in the manner prescribed by us. If Clients communicate using methods or providing feedback using channels that our staff are not accustomed to using or may not monitor, then we will not be deemed to have received the feedback.

All website faults must be reported via the Concierge portal, details of which will be provided to you or are available on request.

15. Data

We take no responsibility to back up the client's data.

We request client's to provide all information necessary to Us to produce a successful website via your content portal. The link to which is provided during your onboarding process.

We are not responsible for any security data breaches or GDPR claims arising from the website.

Calls to Us may be recorded for training purposes.

16. Termination of the agreement

SEO Termination

We work on a 12-month contract. Please note the start date of SEO services begin when we start the project and not on the actual date of when you sign these terms and conditions.

After 12 months, you will be on a rolling contract, and can give Us 1 month's notice to cancel.

Website Design / Branding Termination

In the event of the client cancelling the agreement, the remaining contract balance will be payable by the client as per the timeline schedule below. Any work started prior to cancellation will be chargeable.

8 weeks+
100 percent of the total order value payable

Within 8 weeks
80 percent of the total order value payable

Within 6 weeks
60 percent of the total value payable

Within 30 days
0 percent of total order value payable subject to any work

started prior to cancellation will be chargeable.

If cancellation is to occur, any discounts applied will be revoked and chargeable at the full rate.

We reserve the right to cancel and refund a project without notice at any time .

17. Client’s obligations

The client will reply to Us in a reasonable time frame and provide Us access to any materials required to successfully complete the project.

We cannot be held responsible for any contraventions on the website that go against GDC, ASA guidelines or any other regulatory bodies. It is your responsibility to check that the compliance standards are met. We will do our best to stay up to date and provide guidance on compliance.

18. Search Engine Rankings and link building

We are unable to guarantee the client any definite results regarding the search engine rankings as well as the length of time a link may remain live.

As we do not control Google or its changing algorithms and the highly complex computations used to assign search result rankings are not publicly known, We cannot guarantee any permanent ranking position.

We measure our SEO service purely on how well your keywords are performing.

SEO is an ‘organic’ process. Keywords go up as well as down. We are not responsible for the rankings that fluctuate.

No guarantee is made as to your SEO performance. All work is done in good faith.

19. Website hosting

19.1 MaxServe Hosting Services

We provide fully managed website hosting designed to ensure optimal performance, reliability, and security. Hosting is charged at £65 + VAT per month. Pay annually and get two months free (£650 + VAT per annum). Hosting is included at no additional charge with all SEO plans.

19.2 Backups and Data Integrity

We provide daily backups retained for a five-day period by default. Upgraded backup services with a ten-day retention period are available as part of specific DigiCare maintenance plans. While we take reasonable measures to safeguard your data, it is your responsibility to maintain your own independent backups. We are not liable for any data loss or corruption.

19.3 Security and Monitoring

Regular security scans are conducted to identify and address vulnerabilities or malware. In the event of a hack, we will provide an estimate for recovery costs. Enhanced protection and recovery options are available under specific DigiCare plans.

19.4 Uptime and Maintenance

We offer a 99% uptime guarantee for hosting services. This excludes planned maintenance, server updates, and upgrades. If uptime falls below 99%, you may request one free month of hosting service.

19.5 Access and Control

FTP access is available upon request but is provided at your own risk. Any issues resulting from FTP use will incur standard charges for rectification. Access to the hosting control panel and file manager is available upon request.

19.6 Prohibited Uses

Hosting services must be used in accordance with all applicable laws and regulations. Prohibited activities include, but are not limited to:

- Using hosting for illegal content or activities.
- File or video hosting unrelated to the website’s primary purpose.
- Distributing malicious software, such as viruses or malware.
- Engaging in activities that compromise server security or performance.
- Hosting high-resource applications exceeding standard usage thresholds.

Misuse of services that affects other clients, breaches security, or violates these terms will result in immediate suspension or termination of hosting services.

19.7 Liability Limitation

While we strive to maintain uninterrupted hosting services, we are not liable for losses arising from downtime, data loss, or security breaches. Our liability is limited to the fees paid for hosting services within the preceding 12 months.

19.8 Service Termination

We reserve the right to terminate hosting services for violations of these terms, non-payment, or misuse. Termination may result in the immediate loss of access to hosting and associated data.

19.9 Modifications

We reserve the right to modify hosting plans, features, or pricing at our discretion. Continued use of the service constitutes acceptance of any changes.

20. Disclaimer of warranties

We disclaim ALL warranties express or implied that orders will be fit for any particular purpose, including, without limitation the successful attainment of the clients goals, be they financial, social impact or by the amount of traffic generated by their website. The client discharges and holds Us harmless as well as our employees and agents from any liability arising out of this Agreement for any lost profits, lost savings, lost data, or other special or consequential, incidental or exemplary damages arising out of product or data arising out of this agreement including but not limited to, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, or any indirect or consequential loss or damages.

The following warranties cannot be given:

- that the web hosting services will meet its requirements and expectations, or that the services will be uninterrupted, flawless, timely, accurate, reliable, secure or error free or that the website/server will be free of viruses or other harmful elements, or that the errors in the software can be corrected promptly.

21. Limitation of Liability

a) Our sole liability in respect of any defect in, or failure of any goods or services supplied or for any shortage in the quantity of goods delivered or for any loss, injury attributable directly or indirectly thereto (other than in respect of death or personal injury) is limited to

i) Making good by replacement or

ii) Repairing defects or failures caused by us.

b) Without prejudice to the foregoing, We shall under no circumstances be liable for any indirect or consequential loss (including without limitation loss of production, loss of profit or liability to third parties) suffered or incurred by the client. We shall not be liable for any loss to the client arising from any delays.

c) We are not liable for the goods or services produced by recommendations made e.g copywriters. Please do your due diligence before using their services.

We are not responsible for any failing third-party software installed on the website. We are not responsible for any issues arising from failed content management system updates (Wordpress) or plugins.

We are not responsible for websites being hacked. We may levy a charge to fix the problem if the skill set is available from Us.

We are not responsible for claims arising from the use of stock photography. We use royalty free stock libraries. If for any reason, images from those libraries are removed or licenses change, or for any other unforeseeable reason We do not hold ourselves out to be the owner of the stock photography and cannot be held responsible for any matters relating to stock photography.

22. Insolvency

We may suspend any ongoing work for any client who suffers bankruptcy, resolves or goes into liquidation, has a receiver or manager appointed, enters into a voluntary administration or enters into a composition agreement or any other scheme with its creditors, or otherwise becomes insolvent and unable to pay off its debts. Without prejudice to the foregoing, We shall have the right of lien to any property belonging to such client, which property may be subject to be disposed off after a 14 day notice to the client in such manner as We shall deem fit, in order to recover any such debt owed.

23. Illegal matter

(a) We shall not be required to design any matter which in our opinion is or may be libelous, malicious, immoral or any such

information which We consider objectionable on grounds of good conscience.

(b) We shall be indemnified by the client in respect of any claims, costs and expenses (including legal fees) arising out of any libelous matter or any infringement of copyright, patent, design of or any other proprietary or personal rights contained in any material designed or printed for the client.

(c) The client is responsible to provide content that is accurate and GDC and ASA compliant. We will not be responsible to proofread the content nor check its accuracy. You will be responsible to third party penalties for (but not limited to) false advertising. Guidance and tools are provided by Us to fully support compliance but we cannot be held liable if there are any unforeseen issues with Our tools.

24. Severance

All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, are severable from each other. If any of these Terms and Conditions should be determined to be unenforceable because they have been held to be invalid, illegal, void or unlawful for any reason by any court of competent jurisdiction then such Term or Condition shall be considered superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

25. Non Waiver

Our failure to enforce at any time or for any period any one or more of the Terms and Conditions shall not be a waiver of them or the rights attaching to any of them.

26. Structure

The structure, headings, numbering used in these terms and conditions are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

27. Assignment

Your rights will automatically be assigned under this agreement to any person to which you transfer your business to. We may assign our rights in this agreement to any person we choose to without consent.

28. Web Browsers

Websites are designed to work with popular current browsers (e.g. Firefox, Google Chrome, Microsoft Edge). We cannot accept responsibility for web pages which do not display in new versions of browsers released after the website has been designed and handed over to the You. We reserve the right to quote for any work involved in changing the website design or website code in order to work with updated browser software.

We design and test websites to work on Our own servers, and cannot guarantee correct functionality if you wish to use a third-party server. In the event that You are using a third-party server, it is your responsibility and any third-party host to ensure that the server is compatible with the website. We will assist You to configure the server if this is required. However, this may be subject to additional charges. Please note sites may render differently due to the nature of how web servers and technology work, We will not be held responsible to correct any issues but will always act in good faith to support You.

We waive all claims relating to domain names that You have paid Us to purchase for you.

We may purchase domain names on behalf of You. Payment in relation to and renewal of those domain names is your responsibility. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of us.

29. Force majeure

We shall be under no liability if we shall be unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) an Act of God, legislation, war, fire, flood, drought, failure of power of supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may by written notice to us elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

30. Specific Performance

The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed

in accordance with the terms hereof and that We shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

31. Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.