

# Terms and Conditions July 2022

By engaging Apollo Digital, Data & Design in contractual work, you agree to the following terms and conditions.

## 1. Digital Services

### 1.1. Website Services

1.1.1. Website services include the design of a website for your company to the specifications agreed in the pre-contract proposal. This includes re-designing of a current company website.

1.1.2. All new websites will be designed on platforms which best meet the needs of the client. Apollo Digital, Data & Design LTD is not exclusive to any single platform, and the decision will be made in conjunction with you.

1.1.2.1. Apollo Digital, Data & Design LTD reserve the right to make the final decision on which provider is used, in the best interests of your company.

1.1.2.2. You reserve the right to withdraw from the contracted work should you be convinced, beyond reasonable doubt, that the service choice is wrong.

1.1.3. Websites created by Apollo Digital, Data & Design LTD will be registered as such, and will be owned, controlled and be property of Apollo Digital, Data & Design LTD. Websites will remain registered with us until such time as transfer of ownership is requested.

1.1.4. Web platforms that require payment for services for more than one month at a time will be paid by Apollo Digital, Data & Design LTD.

1.1.4.1. In the event that you request transfer of the website before the end of the paid for period, you will be liable to pay the fees

associated with transfer, as well as any outstanding balance for the paid duration of web services as 1.1.4.

1.1.5. Websites will be created to the specifications as put forward in the pre-contract proposal.

1.1.5.1. You will be eligible for no more than 3 separate iterations of the final website design.

1.1.5.2. Minor changes and updates are limited to 1 hour of work per month.

1.1.5.2.1. In the case of blog or regularly updated websites 1.1.5.2 does not apply.

1.1.5.2.2. In the case that you agree to regular website updates and maintenance as per the pre-contract proposal, 1.1.5.2 does not apply.

1.1.6. Apollo Digital, Data & Design is not liable for any consequences caused by the misuse, malicious intent, or otherwise illegal activity of the website.

1.1.6.1. You will not encourage misuse, malicious intent or otherwise illegal activity by users of the website, directly, indirectly, or through implication.

1.1.6.2. You will not use the website to encourage hate, violence, or criminal activity against any individual or group of people including those of legally protected characteristics.

1.1.6.2.1. In cases where you are found to be using the website to incite hate, violence or criminal activity against an individual or group of people, including those of legally protected characteristics, Apollo Digital, Data & Design LTD reserves the right to pass your personal and contact information on to the appropriate authorities.

1.1.6.3. For more information on protected characteristics please see <https://www.gov.uk/discrimination-your-rights>.

1.1.7. All websites designed by Apollo Digital, Data & Design LTD will carry our branding and acknowledge due credit to us, and include a hyperlink to our website: [www.apolلودigitaldatadesign.com](http://www.apolلودigitaldatadesign.com), or [www.ApolloD3.com](http://www.ApolloD3.com)

1.1.7.1. Branding and credit for our services will be reasonable and not actively distract or impinge on the website experience.

1.1.7.2. In the majority of cases, where possible, our branding and credit will be located at bottom of the footer.

1.1.7.3. The branding and credit will be of a colour, size or opacity that makes it discreet, but that is still clearly visible, readable and recognisable.

## 1.2. Email Services

1.2.1. Email services provided will be managed and monitored by Apollo Digital, Data & Design LTD.

1.2.2. Email services will be provided using a range of platforms, the choice of which will be made in the best interests of meeting your needs as per the pre-contract proposal.

1.2.2.1. Apollo Digital, Data & Design LTD will respect your privacy and will never read any of your correspondence unless specifically requested to do so by you.

1.2.2.1.1. Apollo Digital, Data & Design LTD reserve the right to examine correspondence in email services provided by us, if we have reason to suspect illegal activity.

1.2.2.1.1.1. In the case that illegal activity is identified, Apollo Digital, Data & Design LTD reserve the right to pass on your personal and contact information to the appropriate authorities.

### 1.3.Domains

1.3.1.Domains purchased on your behalf by Apollo Digital, Data & Design LTD will be registered to us, and we shall remain legal owners of the domain until such time as a transfer request is made.

1.3.1.1. If a transfer request is made, you will be liable for any costs or fees incurred.

1.3.1.2. You maintain the right to request the initial purchase and registration is done so in your name.

1.3.1.2.1. In the case you request initial purchase and registration is done in your name, you will be liable for any associated fees and costs.

1.3.2. In the event you leave contract with Apollo Digital, Data & Design LTD before the domain name registration expires, you can request transfer of the registration to you.

1.3.2.1. If you request transfer of the domain, you will be liable for any fees and costs incurred.

### 1.4. Hosting

1.4.1.Hosting purchased on your behalf by Apollo Digital, Data & Design LTD will be registered to us, and we shall remain legal owners of the hosting until such time as a transfer request is made.

1.4.1.1. If a transfer request is made, you will be liable for any costs or fees incurred.

1.4.1.2. You maintain the right to request the initial purchase and registration is done so in your name.

1.4.1.2.1. In the case you request initial purchase and registration is done in your name, you will be liable for any associated fees and costs.

1.4.2. In the event you leave contract with Apollo Digital, Data & Design LTD before the hosting contract expires, you can request transfer of the registration to you.

1.4.2.1. If you request transfer of the domain, you will be liable for any fees and costs incurred.

1.4.3. Apollo Digital, Data & Design will always attempt to ensure that hosting servers are located within the UK in the first instance.

1.4.3.1. Where servers in the UK cannot be procured, Apollo Digital, Data & Design will select servers based as close to the UK as is possible, and in countries whose data laws most closely resemble those of the UK.

1.4.3.2. Where hosting servers are located in the UK, all data stored on those servers by you is protected by UK law.

1.4.3.3. Where hosting servers are located outside of the UK, all data stored on those servers by you is protected by the governing laws of that country.

1.4.4. You agree that hosting provided to you via Apollo Digital, Data & Design LTD will not be used to store illegal material, or material that in any way threatens the national security of the UK.

1.4.4.1. Apollo Digital, Data & Design LTD, reserves the right to confiscate any illegal material identified on a hosting server provided via Apollo Digital, Data & Design LTD.

1.4.4.2. Apollo Digital, Data & Design LTD reserve the right to pass on any illegal material identified to the appropriate authorities, along with the personal and contact information of those who contracted the hosting service.

## 1.5. App Development

1.5.1. App development refers primarily to the development of “in-house” or business apps.

1.5.2. The processing of data within those apps will be handled by the systems on which the app is hosted.

1.5.2.1. You agree to Apollo Digital, Data & Design LTD agreeing to the processing of this information on your behalf.

1.5.3. Apollo Digital, Data & Design is not liable for any consequences caused by the misuse, malicious intent, or otherwise illegal activity of the app.

1.5.3.1. You will not encourage misuse, malicious intent or otherwise illegal activity by users of the app, directly, indirectly, or through implication.

1.5.3.2. You will not use the app to encourage hate, violence, or criminal activity against any individual or group of people including those of legally protected characteristics.

1.5.3.2.1. In cases where you are found to be using the app to incite hate, violence or criminal activity against an individual or group of people, including those of legally protected characteristics, Apollo Digital, Data & Design LTD reserves the right to pass your personal and contact information on to the appropriate authorities.

1.5.4. You agree that any app developed or provided to you via Apollo Digital, Data & Design LTD will not be used to distribute or store illegal material, or material that in any way threatens the national security of the UK.

1.5.4.1. Apollo Digital, Data & Design LTD, reserves the right to confiscate any illegal material identified on a hosting server provided via Apollo Digital, Data & Design LTD.

1.5.4.2. Apollo Digital, Data & Design LTD reserve the right to pass on any illegal material identified to the appropriate authorities, along with the personal and contact information of those who contracted the hosting service.

## 2. Data Services

2.1. Data Services provided by Apollo Digital, Data & Design LTD including Data Analysis, Forecasts & Predictives and Communication & Presentation services, are the product of statistical analysis, market trends and historic data patterns.

2.1.1. Data services are the product of statistics, analysis and logical deductive reasoning. As such there is always room for error, and predictions are not guarantees.

2.1.2. Apollo Digital, Data & Design LTD are not responsible for the outcomes that follow any actions made based on the findings in our data services.

2.1.3. The advice and services provided by Apollo Digital, Data & Design LTD are not suitable alternatives to formal instruction by industry professionals, and we advocate for being properly informed when making important decisions.

2.2. All communication and presentation services and its resulting products will be as accurate as the data allows.

2.2.1. All statements will be as correct as the data allows, and where available suitable context will be provided.

2.2.2. Apollo Digital, Data & Design LTD accept no responsibility for the misinterpretation of the statements made in its products.

2.2.3. Apollo Digital, Data & Design LTD accept no responsibility for any effect or consequences of the misinterpretation of the statements made in its products.

2.3. Apollo Digital, Data & Design LTD are willing, as part of the original service to offer additional explanation and instruction on context, statements, and implications of the statements in its products when requested.

2.3.1. Aforementioned additional explanation is free of charge when limited to a total of 60 minutes of verbal communication (face to face or via telephone), or the equivalent in written communication.

2.3.2. More than 60 minutes of additional explanation will be charged at Apollo Digital, Data & Design's hourly rate equivalent at the time the additional explanation is given.

2.3.2.1. You are liable for any charges incurred for additional explanation.

2.4. Communication and Presentation products will be created to the specification laid out in the Pre-Contract Proposal.

2.4.1. Products will be limited to three iterations where major changes are required.

2.4.2. If you request more than three iterations, work for each additional iteration will be charged at Apollo Digital, Data & Design's hourly rate equivalent at the time the work is conducted.

2.5. Apollo Digital, Data & Design LTD reserve the right to refuse to make claims in its products about you or your company where there is not sufficient evidence to support the claim, or where we believe the claim(s) would deceive, mislead or otherwise lead to the distribution of misinformation.

2.5.1. In the instance that claims made, requested to be made, or are otherwise contracted to be communicated by Apollo Digital, Data & Design LTD are suspected to be misleading, deceptive or considered misinformation, we reserve the right to pass on your contact and business details to the appropriate authorities.

### 3. Design Services

#### 3.1. Social Media

3.1.1. Social Media services include the creation and publication of media as agreed in the pre-contract proposal.

3.1.2. In order to publish social media, Apollo Digital, Data & Design LTD requires log in credentials for your social media accounts.

3.1.2.1. Your credentials will be stored securely in line with the relevant data protection laws and policies as they apply.

- 3.1.2.2. Your credentials will only be shared internally with individuals who require them to carry out the contracted work.
- 3.1.2.3. Apollo Digital, Data & Design uses specialist software in order to streamline its process and as such your log in credentials will be shared with the software providers in order to carry out the contracted work.
- 3.1.2.4. Apollo Digital, Data & Design LTD will never share, sell or otherwise distribute your log-in credentials.
- 3.1.3. The media created by Apollo Digital, Data & Design LTD will always endeavour to be an accurate portrayal or reflection of you or your company.
  - 3.1.3.1. Apollo Digital, Data & Design LTD reserve the right to refuse to make claims in its products about you or your company where there is not sufficient evidence to support the claim, or where we believe the claim(s) would deceive, mislead or otherwise lead to the distribution of misinformation.
  - 3.1.3.2. In the instance that claims made, requested to be made, or are otherwise contracted to be communicated by Apollo Digital, Data & Design LTD are suspected to be misleading, deceptive or considered misinformation, we reserve the right to pass on your contact and business details to the appropriate authorities.
- 3.1.4. We reserve the right to use stock imagery inline with our policies on accuracy.
  - 3.1.4.1. We will use freely available / royalty free / public domain assets wherever possible but will use stock imagery at costs where needed.
    - 3.1.4.1.1. We will never use costed stock imagery/assets without first consulting you, unless previously agreed in the pre-contract proposal.

3.1.4.1.2. In the case we do use costed stock assets you are liable for the costs incurred and they will be added to your invoice.

3.1.4.1.3. As per our pricing structure, costed assets will be charged to you at cost price with zero markup.

3.1.5. In order to increase efficiency and reduce cost to you, Apollo Digital, Data & Design LTD reserve the right to utilise the use of templates or pre-created layouts for social media content.

3.1.5.1. Any template or pre-created layouts used will be edited and customised as much as is necessary to accurately represent you or your company.

3.1.5.2. We will always take as much action as is reasonable to ensure that any re-used templates or pre-created layouts differ enough from the original use across both your social media and that of our whole client base.

3.1.5.3. You acknowledge and accept that where templates or pre-created layouts are used that customisation and editing has a limited number of outcomes, and that any similarity to another clients media is that of chance.

3.1.5.4. Should you consider media to be similar to an extent that is beyond reasonable, you agree to contact us in the first instance.

3.1.5.4.1. In the case that we agree with your judgement, we shall remedy the situation through the most suitable means at no cost to you.

3.1.5.4.2. In the case that we disagree with your judgement, we shall offer you two choices:

3.1.5.4.2.1. Choice one: We will remedy the situation through the most suitable means at cost to you.

3.1.5.4.2.1.1. In the case you accept choice one, you will be liable for the cost incurred by the remedial action.

3.1.5.4.2.1.2. Costs will be charged hourly for work undertaken, at the equivalent hourly rate at the time of the instance.

3.1.5.4.2.2. Choice two: Immediate termination of your contract.

3.1.5.4.2.2.1. In the case you accept choice two, you will be liable for the cost of works already undertaken at the equivalent hourly rate at the time of the instance.

3.1.5.4.2.3. All costs will be in addition to any other costs incurred over the duration of the contracted work.

3.1.6. As standard Apollo Digital, Data & Design Social Media Service offers media creation and publishing.

3.1.6.1. Our service does **not** include social media account management as standard.

3.1.6.1.1. Social media account management can be provided as an additional service and as such will be subject to its own pricing. The services offered and included will be laid out clearly in the pre-contract proposal.

3.1.6.1.2. Standard social media services do not include:

3.1.6.1.2.1. Replying to comments, direct messages, inbox or other incoming communications of any kind.

3.1.6.1.2.2. Reaching out to customers, other companies, agencies, or initiating direct or outgoing communications of any kind.

3.1.6.1.2.3. Handling of complaints, concerns or queries of any kind.

## 3.2. Brand Development

- 3.2.1. Brand development services include the delivery of one “Branding Kit” document which will include all relevant files and information for you to use and create your own branded content.
- 3.2.1.1. The branding kit and its contents will be created in line with specifications agreed upon in the pre-contract proposal.
- 3.2.1.2. As standard the branding kit will include three logo options, three colour scheme options, fonts and colour codes.
- 3.2.1.3. Additional assets can be included if agreed upon in the pre-contract proposal.
- 3.2.1.4. As standard and included in the initial cost, the branding kit and the assets created within are eligible to three iterations of change should you request them.
- 3.2.1.4.1. After three iterations of change further requests of change are subject to additional cost.
- 3.2.1.4.2. Additional cost of further changes will be charged at Apollo Digital, Data & Design LTD’s equivalent hourly rate at the time of undertaking the work.
- 3.2.1.4.3. In the case that we have reasonable belief that we will be unable to make the changes requested, we reserve the right to terminate your contract.
- 3.2.1.4.3.1. In the case we terminate your contract you will not be liable for any costs.
- 3.2.1.4.3.2. In the case we terminate your contract you will not be granted the right to use any of the assets in the branding kit without express written permission from Apollo Digital, Data & Design LTD.
- 3.2.1.4.4. In the case you decide, with good reason, that Apollo Digital, Data & Design LTD are unable to meet the requirements

agreed upon in the pre-contract proposal, you hold the right to terminate the contract immediately.

3.2.1.4.4.1. In the case you terminate the contract you are liable for costs as a result of the work up to that point which include but are not limited to:

3.2.1.4.4.1.1. Any costed assets used

3.2.1.4.4.1.2. Labour at Apollo Digital, Data & Design LTD's equivalent hourly rate at the time the work was conducted.

3.2.1.4.4.2. In the case you terminate the contract you forfeit the right to use any of the assets created for the purpose of, or displayed within the branding kit.

3.2.1.5. The rights to all contents of the branding kit legally belong to Apollo Digital, Data & Design LTD until payment for the service has been made.

3.2.1.5.1. The use of assets within the branding kit without payment or express written permission by Apollo Digital, Data & Design LTD will be subject to legal action.

3.2.1.5.2. In the case that assets have been created and form part of the Branding Kit, and that branding kit has been provided to you, and you then do not progress to the completion of your contract (see 3.2.1.4.3 and 3.2.1.4.4) you forfeit the right to use any of the assets created for the purpose of, or displayed within the branding kit.

3.2.1.5.2.1. In the case of 3.2.1.5.2, where you are found to be using assets that are identical, or similar enough to be considered, beyond reasonable doubt, directly inspired by assets created by Apollo Digital, Data & Design LTD we reserve the right to take legal action.

### 3.3. Print & Marketing

3.3.1. Print & Marketing services include the design of media for the purpose of print or digital display.

3.3.1.1. The media will be created in line with specifications agreed upon in the pre-contract proposal.

3.3.1.2. As standard and included in the initial cost, the media created are eligible to three iterations of change should you request them.

3.3.1.2.1. After three iterations of change further requests of change are subject to additional cost.

3.3.1.2.2. Additional cost of further changes will be charged at Apollo Digital, Data & Design LTD's equivalent hourly rate at the time of undertaking the work.

3.3.1.3. In the case that we have reasonable belief that we will be unable to make the changes requested, we reserve the right to terminate your contract.

3.3.1.3.1.1. In the case we terminate your contract you will not be liable for any costs.

3.3.1.3.1.2. In the case we terminate your contract you will not be granted the right to use any of the assets in the branding kit without express written permission from Apollo Digital, Data & Design LTD.

3.3.1.3.2. In the case you decide, with good reason, that Apollo Digital, Data & Design LTD are unable to meet the requirements agreed upon in the pre-contract proposal, you hold the right to terminate the contract immediately.

3.3.1.3.3. In the case you terminate the contract you are liable for costs as a result of the work up to that point which include but are not limited to:

3.3.1.3.3.1. Any costed assets used

3.3.1.3.3.2. Labour at Apollo Digital, Data & Design LTD's equivalent hourly rate at the time the work was conducted.

3.3.1.3.4. In the case you terminate the contract you forfeit the right to use any of the media created for the purpose of your contracted work.

3.3.1.4. The rights to all of the media created for the purpose of your contracted work legally belong to Apollo Digital, Data & Design LTD until payment for the service has been made.

3.3.1.4.1. The use of the aforementioned media without payment or express written permission by Apollo Digital, Data & Design LTD will be subject to legal action.

3.3.1.4.2. In the case that media has been created for the purpose of your contracted work, and that media has been presented to you, and you then do not progress to the completion of your contract you forfeit the right to use any of the media created for the purpose of, or presented within the context of your contracted work.

3.3.1.4.2.1. In the case of 3.3.1.3.2, where you are found to be using media that is identical, or similar enough to be considered, beyond reasonable doubt, directly inspired by media created by Apollo Digital, Data & Design LTD we reserve the right to take legal action.

3.3.2. The media created by Apollo Digital, Data & Design LTD will always endeavour to be an accurate portrayal or reflection of you or your company.

3.3.2.1. Apollo Digital, Data & Design LTD reserve the right to refuse to make claims in its products about you or your company where there is not sufficient evidence to support the claim, or where we believe

the claim(s) would deceive, mislead or otherwise lead to the distribution of misinformation.

3.3.2.2. In the instance that claims made, requested to be made, or are otherwise contracted to be communicated by Apollo Digital, Data & Design LTD are suspected to be misleading, deceptive or considered misinformation, we reserve the right to pass on your contact and business details to the appropriate authorities.

#### 4. Business Support

##### 4.1. Research & Reporting

4.1.1. All Research and Reporting services and its resulting products will be as accurate as the available data used allows.

4.1.1.1. All statements will be as correct as the data allows, and where available suitable context will be provided.

4.1.1.2. Apollo Digital, Data & Design LTD accept no responsibility for the misinterpretation of the statements made in its products.

4.1.1.3. Apollo Digital, Data & Design LTD accept no responsibility for any effect or consequences of the misinterpretation of the statements made in its products.

4.1.2. Apollo Digital, Data & Design LTD are willing, as part of the original service to offer additional explanation and instruction on context, statements, and implications of the statements in its products when requested.

4.1.2.1. Aforementioned additional explanation is free of charge when limited to a total of 60 minutes of verbal communication (face to face or via telephone), or the equivalent in written communication.

4.1.2.2. More than 60 minutes of additional explanation will be charged at Apollo Digital, Data & Design's hourly rate equivalent at the time the additional explanation is given.

- 4.1.2.3. You are liable for any charges incurred for additional explanation.
- 4.1.3. Research & Reporting products will be created to the specification laid out in the Pre-Contract Proposal.
  - 4.1.3.1. Products will be limited to three iterations where major changes are required.
  - 4.1.3.2. If you request more than three iterations, work for each additional iteration will be charged at Apollo Digital, Data & Design's hourly rate equivalent at the time the work is conducted.
- 4.1.4. Apollo Digital, Data & Design LTD reserve the right to refuse to make claims in its products about you or your company where there is not sufficient evidence to support the claim, or where we believe the claim(s) would deceive, mislead or otherwise lead to the distribution of misinformation.
- 4.1.5. In the instance that claims made, requested to be made, or are otherwise contracted to be communicated by Apollo Digital, Data & Design LTD are suspected to be misleading, deceptive or considered misinformation, we reserve the right to pass on your contact and business details to the appropriate authorities.

## 4.2. Document & File Management

- 4.2.1. Document and file management conducted by Apollo Digital, Data & Design LTD will be in line with the criteria agreed on in the pre-contract proposal.
- 4.2.2. All services provided will be in line with UK and applicable EU data protection laws.
- 4.2.3. We will never open files unless a business requirement dictates the need to.
  - 4.2.3.1. In the case where we are required to open files the contents of said files will not be recorded, shared or otherwise distributed, unless

we have reasonable suspicion to believe that said contents are illegal linked to illegal activity or are otherwise a threat to national or domestic security.

4.2.4. We will never delete files in a way that leads to a permanent erasure.

4.2.4.1. Any files that would otherwise be considered suitable for deletion will be moved to an “archive” folder on your system.

4.2.4.1.1. You acknowledge this set up and agree to process the files in the “archive”.

4.2.4.1.2. If you instruct us as part of the service to delete any file on your system, within or outside of the “archive”, you accept we assume you are fully aware of the contents of the file and have judged it safe for deletion.

4.2.4.1.2.1. Apollo Digital, Data & Design LTD accept no responsibility for the deletion impact, consequences or otherwise related events or actions that may proceed as a result of deleting any files we are instructed to delete.

#### 4.3. Virtual Assistant Services

4.3.1. Virtual Assistant services undertaken by Apollo Digital, Data & Design LTD will be in line with the pre-contract agreement.

4.3.1.1. Changes to the planned works can only be made with consultation and permission from Apollo Digital, Data & Design management.

4.3.1.1.1. In the case that there is a change to planned works, we reserve the right to modify the costs inline with change of work.

4.3.1.1.2. In the case that our services have been requested on site, a change in planned work, may result in a change of provided staff if a different skill set is required.

4.3.1.1.2.1. In the case that a change of staff is required you will be liable for costs incurred as a result of the time delay and any project over-running.

4.3.1.2. If our staff are requested on site, they are subject to your public liability insurance.

4.3.1.2.1. In the event of an incident while our staff are on your site, and you are found to not have public liability insurance, we will take legal action.

## 5. Cloud Services

5.1. Cloud services provided by Apollo Digital, Data & Design LTD will be powered by a range of cloud based platforms depending on which is deemed to best suit your business needs as allowed in the pre-contract proposal.

5.1.1. Which platform is used will be decided on by a number of factors, cost being one. Our cost projections will be based on the information you provided.

5.1.1.1. If the costs associated with cloud storage exceed due to the estimations your provided being incorrect you will be liable for the costs incurred.

5.1.1.1.1. The 10% project buffer does not apply in this case.

5.1.2. Cloud platform credentials will be kept and secured by Apollo Digital, Data & Design LTD who will remain the legal owner of the platform accounts unless specifically requested.

5.1.2.1. You or your company will be provided with an access account and credentials if needed.

5.1.3. In the case you terminate your contract, you will be offered the option to assume ownership of the cloud platform.

5.1.3.1. In the case that you terminate your contract before any billing duration or service contract with the platform expires, you will be liable for any outstanding charges or costs incurred.

## 6. IT Support

6.1. In the first instance you should always contact the supplier, provider or system management company should any issues or faults arise

6.1.1. You agree and acknowledge that in the case you employ our IT support services, that you have indeed contacted the appropriate contacts and they are unable to assist you.

6.1.2. You agree and acknowledge that in the case you employ our IT support services, we assume that you have contacted the appropriate contacts and they are unable to assist you.

6.1.2.1. Apollo Digital, Data & Design LTD accepts no responsibility for any actions, consequences or implications that our support incites if you have not first contacted the appropriate people.

6.2. To achieve remote access to your computer we may use dedicated software.

6.2.1. The use of this software requires the use of open ports on your computer. Open ports can be used by hackers and cyber criminals to access your data without your permission.

6.2.2. Apollo Digital, Data & Design LTD will only use this system where necessary and we will walk you through the set up and close down process to ensure that your system is as safe as possible.

6.2.2.1. In the event that despite our best efforts to ensure your security, a cyber crime occurs we will do everything in our power to mitigate the act.

6.2.2.2. We will be legally required to pass on all relative details to the proper authorities.

6.3. Our on-site IT support services are limited to locations in Thanet unless otherwise agreed.

6.3.1. All attempts will be made to remedy the situation whilst on site, but in the event that parts or materials are required or there is some other delay we will schedule to return at the soonest availability.

6.3.2. Depending on the nature of the issue, it may be necessary to temporarily shut down, reset or otherwise disconnect your system.

6.3.2.1. Every accommodation will be made to minimise disruption to your business but should we need to return or work outside of business hours you will be liable for any incurred charges.

6.3.2.1.1. Our business hours are defined as 08:00 - 18:00 Monday - Friday.

6.3.2.1.2. Our out of hours costs are 1.5x our hourly rate equivalent.

6.3.3. Per our pricing strategy any parts, materials or other induced costs will be charged to you at item cost with zero markup.

## 7. Pricing

7.1. Our pricing strategy is based on predicted time to complete work and cost of materials, assets or other items required to complete the work.

7.1.1. We will never charge a mark up on anything purchased to complete your work.

7.1.2. Predicted Time taken to complete the project will be based on your project, as well as our availability, skill sets and the gathering of any information/data required.

7.1.3. We will always aim to provide accurate predictions/costings and will never intentionally over-time projects in order to profit.

7.1.3.1. If a project runs over due to reasons responsible for by Apollo Digital, Data & Design LTD then we will complete the project at no additional cost to you.

7.1.3.2. If a project runs over due to reasons responsible for by you, i.e. a misrepresentation of the scope of the project, incorrect instructions, a change of instructions, or changes to iterations of a project that exceed the standard for that service, you will be liable to cover the costs incurred as a result.

7.1.3.2.1. Costs incurred will be charged at Apollo Digital, data & Design's hourly equivalent rate.

7.2. The 10% project cost buffer covers up to 10% of the quote as provided in the Pre-Contract Proposal.

7.2.1. The 100% project cost buffer does not apply in situations where the particulars of a project were deliberately misrepresented, or where unintentionally misrepresented beyond a reasonable threshold.

7.2.2. There is no refundable equivalent for project costs that run under the quote.

7.3. Our projects are costed on a day rate for labour, which will be laid out in the pre-contract proposal.

7.3.1. The day covers a 10 hour day from 08:00 - 18:00.

7.3.2. Any charges at the "equivalent hourly rate" will be charged at the day rate divided by 10 hours.

7.3.3. Our day rate will vary depending on the particulars of a project and a change in the project particulars may result in a change to the day rate.

7.3.3.1. Any changes to the day rate will effect the hourly equivalent as defined in 7.3.2.

7.4. The retainer service starts at a basic day rate of £150.00, and requires a minimum of one day per calendar month, over a three month period.

7.4.1. The retainer service charge is payable every month whether or not you have utilised any of our services.

7.4.2. Hours will be marked in half hour intervals and be rounded to the nearest half hour.

7.4.3. The Retainer Money Back offer provides 50% of the equivalent hourly rate as defined in 7.3.2 for each hour not utilised.

7.4.3.1. To utilise time on your retainer we must be actively undertaking contracted work on your behalf.

7.4.3.2. Time will be tracked and rounded as per 7.4.2.

7.4.3.3. In the case you utilise zero hours in a calendar month the Retainer money back offer applies to the full day rate.

7.4.3.4. Example: Retainer of 1 day/month

1 day = £150.00

£150.00 / 10 hours = £15.00 per hour

£15.00 x 50% = £7.50 per hour discount

£7.50 x 10 hours = £75.00 discount

£150.00 - £75.00 = £75.00

7.4.4. Retainer priority service is defined as promoting your task to next-in-line, subject to availability.

7.4.4.1. Where possible we will endeavour to start your task immediately, but cannot guarantee turn-around or Service Level Agreements.

7.5. Invoices will be issued at the end of the four-week contract period and will reflect services rendered within that month.

7.5.1. In the case that a project is quoted to take more than one month the invoice will be a proportion of the total quote costs relative to the time taken.

7.5.1.1. Example: a project quoted at £3000 for 3 months would result in three monthly invoices at £1000 each.

7.5.2. Invoices are to be paid within 14 days of issue unless otherwise specified or agreed.

7.5.3. If you are unable to pay your invoice, please contact us as soon as possible so that we may assist where possible.

7.5.4. Failure to pay your invoice without contacting us to discuss, may result in remedial action being taken.

7.5.5. Rights and ownership of any products created under the contract of work belong to Apollo Digital, Data & Design LTD until payment has been received and acknowledged by us.

## 8. Grievance

8.1. In the event that you are unhappy with our service, you agree to contact Apollo Digital, Data & Design in the first instance.

8.1.1. We will make every effort to remedy any complaint in a fair and reasonable way.

8.1.2. In the event you are found to make unfounded, incorrect or defamatory comments about Apollo Digital, Data & Design LTD without contacting us in the first instance, we reserve the right to take legal action.

8.2. In the event that a reasonable and amicable solution is able to be found, professional mediation will be instigated.