

## Terms and Conditions

Last updated: [27 April 2024]

Please read these terms and conditions ("Terms") carefully before using the Jays Print & Web Design website (the "Service") operated by Jays Print & Web Design ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

## Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of Jays Print & Web Design and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Jays Print & Web Design.

## Links To Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by Jays Print & Web Design. Jays Print & Web Design has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Jays Print & Web Design shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

## Multi-Platform Compatibility

Our web design and print services are optimized for compatibility across multiple platforms and devices, including desktop computers, tablets, and mobile phones. We ensure cross-browser compatibility and adherence to standard printing formats and specifications.

## Cross-Platform Development (Digital Immersion Services & AppCraft)

Our digital immersion services and app development services are designed to run seamlessly across multiple platforms, including virtual reality (VR), augmented reality (AR), mixed reality (MR) devices, as well as iOS and Android mobile devices.

## Device Compatibility Testing (Digital Immersion Services & AppCraft)

We conduct comprehensive testing to ensure that our digital immersive experiences and mobile apps are compatible with a wide range of devices, ensuring a consistent and immersive user experience for all users.

## Platform Integration (Digital Immersion Services)

Our digital immersive experiences seamlessly integrate with existing digital platforms and ecosystems, including social media platforms, content management systems (CMS), and e-commerce platforms.

## App Store Submission (AppCraft)

We assist with the submission process for publishing apps to the Apple App Store and Google Play Store, ensuring compliance with app store guidelines and policies for each platform.

## Professional Indemnity Insurance

Jays Print & Web Design maintains professional indemnity insurance cover for its web design and print services. This insurance cover is provided for the protection of both parties and does not imply any admission of liability on the part of Jays Print & Web Design.

## User Responsibilities

Users are responsible for their use of the Service and agree to comply with all applicable laws and regulations. Users must also adhere to the following responsibilities:

- Users shall not engage in any unlawful, abusive, or fraudulent activities.
- Users shall not infringe upon the rights of others, including intellectual property rights.
- Users shall not transmit any viruses, malware, or other harmful code through the Service.
- Users shall not attempt to gain unauthorized access to any part of the Service or its related systems.

## Limitation of Liability

In no event shall Jays Print & Web Design or its affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, arising out of or in connection with the use or inability to use the Service.

## Dispute Resolution

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be resolved by arbitration in accordance with the [Arbitration Act 1996]. The seat of arbitration shall be [Jurisdiction], and the language of the arbitration shall be English.

## Termination of Service

Jays Print & Web Design reserves the right to suspend or terminate access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if the user breaches the Terms.

## Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of [United Kingdom], without regard to its conflict of law provisions. Any disputes relating to these Terms shall be subject to the exclusive jurisdiction of the courts of [United Kingdom].

## Severability

If any provision of these Terms is found to be invalid or unenforceable under applicable law, such provision shall be modified to the extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

## Waiver

The failure of Jays Print & Web Design to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

## Assignment

Users may not assign or transfer their rights and obligations under these Terms without the prior written consent of Jays Print & Web Design. Jays Print & Web Design may freely assign or transfer its rights and obligations under these Terms without restriction.

## Payment Terms:

**Payment Obligations:** Clients agree to pay all fees and charges associated with the services provided by Jays Print & Web Design, Digital Immersion Services, and AppCraft, as outlined in the agreed-upon project proposal or contract.

**Payment Schedule:** Payment terms will be specified in the project proposal or contract and may include upfront deposits, milestone payments, or final payment upon completion of the project.

**Accepted Payment Methods:** Jays Print & Web Design, Digital Immersion Services, and AppCraft accept payment via various methods, including bank transfers, credit cards, and PayPal. Specific payment methods will be detailed in the project proposal or contract.

**Late Payments:** Clients acknowledge that late payments may result in penalties, suspension of services, or legal action to recover outstanding balances. Any additional costs incurred due to late payments will be the responsibility of the client.

## Delivery and Fulfillment:

**Delivery Timelines:** Jays Print & Web Design, Digital Immersion Services, and AppCraft will provide estimated delivery timelines for completed projects or digital products. Actual delivery times may vary based on project complexity and client responsiveness.

**Delivery Methods:** Completed projects or digital products will be delivered to clients electronically or via other agreed-upon delivery methods. Physical deliverables, such as printed materials, will be shipped to clients using reputable courier services.

**Client Responsibilities:** Clients are responsible for providing all necessary materials, feedback, and approvals in a timely manner to facilitate the completion and delivery of projects. Delays in project completion due to client inaction may result in revised delivery timelines.

## Confidentiality:

**Confidential Information:** Both parties agree to treat all confidential information shared during the course of the project as confidential and to use it only for the purposes of the project. Confidential information may include but is not limited to client data, project details, and proprietary business information.

**Non-Disclosure Agreement:** Jays Print & Web Design, Digital Immersion Services, and AppCraft may require clients to sign a separate non-disclosure agreement (NDA) to formalize confidentiality obligations and protect sensitive information.

**Data Protection:** Jays Print & Web Design, Digital Immersion Services, and AppCraft will implement appropriate measures to protect client data in accordance with applicable data protection laws and regulations.

## Service Guarantees

**Satisfaction Guarantee:** Jays Print & Web Design, Digital Immersion Services, and AppCraft may offer a satisfaction guarantee for their services. This guarantee ensures that clients are satisfied with the quality of the services provided and may include provisions for refunds or revisions if the client is not satisfied.

## Third-Party Services

**Third-Party Tools and Services:** Jays Print & Web Design, Digital Immersion Services, and AppCraft may utilize third-party tools or services in the provision of their services. Clients acknowledge and agree that the use of third-party tools or services may be subject to additional terms and conditions imposed by the third-party provider.

## Liability Limitations

**Liability for Damages:** Jays Print & Web Design, Digital Immersion Services, and AppCraft shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of their services. This includes but is not limited to loss of profits, loss of data, or loss of business opportunities.

## Amendments and Modifications

**Modification of Terms:** Jays Print & Web Design reserves the right to modify or update these Terms and Conditions at any time without prior notice. Clients are encouraged to review the Terms and Conditions periodically for any changes. Continued use of the services after the posting of any modifications constitutes acceptance of the modified Terms and Conditions.

## Survival

**Survival of Terms:** Certain provisions of these Terms and Conditions shall survive the termination or expiration of the agreement between the parties. These provisions may include but are not limited to confidentiality obligations, indemnification clauses, and limitation of liability provisions.

## 10.6. Indemnification

**Indemnification of Jays Print & Web Design:** Clients agree to indemnify and hold Jays Print & Web Design, Digital Immersion Services, and AppCraft harmless from and against any claims, damages, liabilities, costs, and expenses arising out of or in connection with the client's use of the services, including but not limited to any breach of these Terms and Conditions.

## Amendments and Modifications

**Modification of Terms:** Jays Print & Web Design reserves the right to modify or update these Terms and Conditions at any time without prior notice. Clients are encouraged to review the Terms and Conditions periodically for any changes. Continued use of the services after the posting of any modifications constitutes acceptance of the modified Terms and Conditions.

## Force Majeure

**Force Majeure Events:** Jays Print & Web Design, Digital Immersion Services, and AppCraft shall not be liable for any failure or delay in performing their obligations under these Terms and Conditions to the extent that such failure or delay is caused by circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, or natural disasters.

## User Registration and Accounts

**Account Registration:** Users may be required to register an account to access certain features or services offered by Jays Print & Web Design, Digital Immersion Services, or AppCraft. Users agree to provide accurate and complete information when registering for an account and to keep their account credentials secure.

**Account Termination:** Jays Print & Web Design reserves the right to suspend or terminate user accounts at any time, without prior notice or liability, for any reason whatsoever, including but not limited to violation of these Terms and Conditions or suspected fraudulent activity.

## Warranty Disclaimer

**No Warranties:** Jays Print & Web Design, Digital Immersion Services, and AppCraft provide their services on an "as is" and "as available" basis, without any warranties or representations of any kind, whether express or implied. This includes but is not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights.

## Data Retention and Deletion

**Data Retention:** Jays Print & Web Design, Digital Immersion Services, and AppCraft may retain user data collected during the provision of their services for a certain period as required by law or for legitimate business purposes. Users consent to the retention of their data for these purposes.

**Data Deletion:** Upon request, Jays Print & Web Design, Digital Immersion Services, and AppCraft will delete or anonymize user data collected during the provision of their services, unless retention is required by law or for legitimate business purposes.

## Compliance with Laws

**Legal Compliance:** Users agree to comply with all applicable laws, regulations, and third-party agreements when using the services provided by Jays Print & Web Design, Digital Immersion Services, and AppCraft. This includes but is not limited to copyright laws, data protection laws, and export control regulations.

## Notices

**Notice Requirements:** Any notices required or permitted to be given under these Terms and Conditions shall be in writing and shall be deemed to have been duly given when delivered personally, sent by email, or mailed by registered mail to the parties' respective addresses specified in the agreement.

## Entire Agreement

These Terms constitute the entire agreement between Jays Print & Web Design and users regarding the Service and supersede and replace any prior agreements between Jays Print & Web Design and users regarding the Service.

## Contact Us

If you have any questions about these Terms, please contact us.