

Terms of Service

These terms of service may be updated from time to time on Toast.it sole discretion. The document is available for download here.

Definitions

In this document the following words shall have the following meanings:

"Terms of Service" mean these Terms of service along with any other terms of any applicable Contract.

"Supplier" means Toast.it, eToaster House, 4 Lismore Circus, London NW5 4QF

"Customer" means the organization or person who purchases services from the Supplier.

"Service Agreement" means a statement of work, quotation or other similar document describing the services and/or work to be provided by the Supplier as well as the fees payable.

General

These Terms of Service shall apply to all Contracts for the supply of services by the Supplier to the Customer alone or along with any other terms specified in the Service Agreement.

The Supplier will submit a Service Agreement before these terms of service commence. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Service Agreement. All Service Agreements shall be subject to these Terms and Conditions.

Customer's Obligations

To enable the Supplier to perform its obligations under the Service Agreement Customer is obliged to:

- co-operate with the Supplier;
- provide the Supplier with any information reasonably required by the Supplier and obtain all necessary permissions and consents which may be required before the commencement of the services;
- comply with such other requirements as may be set out in the Service Agreement or otherwise agreed between the parties;

The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with the above;

Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the services agreed to in the Service Agreement, the



Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed. The Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the

Customer's failure to comply with any obligations under Customer's Obligation shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.

In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under the Service Agreement, then the Supplier shall notify the Customer as soon as possible. The Supplier shall have no liability in respect of any delay to the completion of any project and the timetable of the project will be modified if applicable.

The Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

Projects Completion

Projects are deemed complete when all the work had been completed from Toast.it and the project is ready for delivery.

Projects will only be launched when deemed complete and accepted by the client.

Hosting will commence at the time when Toast.it servers actually physically contain the demo project and is usually immediately after the first demo is presented whether this is hosted under the desired domain or not.

Fees and Payment

The fees for the performance of the services as well as the payment schedule are as set out in the Service Agreement. The Supplier shall invoice the Customer for the services. The Supplier reserves the right to invoice the Customer for any additional costs (transfer costs, admin charges) in connection with transferring a domain.

Invoiced amounts shall be due and payable on issuing of the invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of the base rate of the Bank of England.

In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the services are rendered.

A payment of any stage is deemed to be a positive confirmation that the work carried out thus far is approved and agreed to.

Toast.it will not be liable for any delays caused by the client and/or other external parties (e.g. Design Company, Banks, etc). If unreasonable client's or 3rd party delays occur and/or the client is unable to fulfill their obligations within reasonable time, Toast.it reserves the right to deem the project complete and demand payment in full.



Termination

Either party may terminate this Terms of Service forthwith by notice in writing in case of breach of these Terms of Service as well as breach of any other terms set in the Service Agreement.

Limitation of liability

IN NO EVENT SHALL TOAST.IT BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOSS OF DATA OR LOST OPPORTUNITY OR ANOTHER ECONOMIC LOSSES EVEN IF TOAST.IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TOAST.IT HAS NO LIABILITY OF ANY SORT (INCLUDING LIABILITY OF NEGLIGENCE) FOR ANY ACTS OR OMISSIONS OF OTHER PROVIDERS OF TELECOMMUNICATIONAL SERVICES OR FOR FAULTS IN OR FAILURES OF THEIR NETWORK OR EQUIPMENT.

Indemnity

The Customer agrees to indemnify and hold Toast.it harmless of all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Terms of service. The Customer indemnifies the Supplier of any claims brought against the Supplier alleging that any services provided by the Supplier in accordance with the Service Specification infringes a patent, copyright or trade secret or other similar right of a third party, including any claims arising from any type of content.

Warranty

We do not guarantee continuous, uninterrupted or secure access and/or operation of our services as they may be interfered by numerous factors outside our control. Toast.it warrants that the services performed under these Terms of Service shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

Trademarks and Intellectual Right

All Intellectual Property Rights produced from or arising as a result of the performance of this terms of Service shall become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

This expressly does not include intellectual property rights of any trademark or logo owned by the Customer or created on behalf of the Customer.

All copyrights and other intellectual rights without limitation on all software included in the services/products being provided to the Customer in accordance with the Service Agreement are owned by Toast.it.



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Force Majeure

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Terms of Service.

Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

Dispute resolution

Disputed between you and Toast.it regarding our services/and or products may be reported to Toast.it in writing at the following address:

Toast.it
eToaster House
4 Lismore Circus
London NW5 4QF

Any controversy or claim arising out of or in connection with these terms of service may be settled by binding arbitration by reference to an arbitrational tribunal designated by Toast.it. The costs of the dispute are borne by the originator. Any such claim or dispute shall be arbitrated on an individual basis and shall not be consolidated in the UK and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

Governing Law and Jurisdiction

These terms of service shall be governed by and construed in accordance with English law and subject to non-exclusive jurisdiction of the English courts.



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