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# Naked Creativity

## Terms and Conditions of Business

Reviewed March 2021

1.0 These are the Terms and Conditions of Business of Naked Creativity Ltd. Together with the proposal which the designer has prepared for the client they constitute the contract between Naked Creativity and the client. No variation of these Terms and Conditions shall be binding unless agreed in writing between Naked Creativity and the client.

### 2.0 Prices and Variations

2.1 Naked Creativity's prices in the proposal shall bind both Naked Creativity and the client, but Naked Creativity shall be entitled to increased prices if:

- 2.1.1 Information from the client on which they are based proves to be inaccurate or incomplete.
- 2.1.2 There are subsequent modifications or alterations to the projected work.
- 2.1.3 There is delay in the projected work, caused by a delay by the client, which is beyond the reasonable control of the designer.
- 2.1.4 There are increases in costs, as a result of changes made by the client, which are beyond the reasonable control of the designer.
- 2.1.5 The proposal states that the prices are estimates only.

2.2 Where the designer is entitled to increase its price, the increase shall be such amount as it is fair and reasonable for the designer to charge in the circumstances, including an uplift for profit.

2.3 Prices in the proposal do not include (unless stated) expenses such as travel costs, delivery costs, or purchases made on behalf of the client.

2.4 All prices (except where stated) are exclusive of VAT. VAT will be added at the current rate to all invoices, except to items which are VAT exempt.

2.5 Unless otherwise stated in the proposal or contract, time is not of the essence. Any timeframes given are estimates only.

### 3.0 Payment

3.1 Naked Creativity shall normally invoice once phases of the project are complete. However, Naked Creativity reserves the right to invoice for partly completed work every month if phases are deemed a long-term project.

3.2 All invoices are payable by the client within 30 days from the date of invoice. Any overdue amounts may incur simple interest of 8% above the Bank of England base rate.

3.3 All work remains the property of the designer until full payment has been received. Any goods supplied must be paid in full before delivery will be made.

3.4 Unless otherwise stated, or goods are licensed under a Creative Commons license, ownership of designs produced passes to the client upon full payment being received.

### 4.0 Warranties and Liability

4.1 Except to the extent (if any) expressly provided for in the proposal, Naked Creativity shall not be liable for any consequential loss (including loss of profit, increased operating cost and loss of goodwill) suffered by the client under any circumstances and however arising.

4.2 Naked Creativity shall not be liable for any defect in the quality and condition of goods or services (including any failure to conform to specification) unless the defect is notified to the designer by or on behalf of the client within 28 days of the date of receipt of the goods and services. This excludes spelling and grammar mistakes, see 4.3.

4.3 In all instances, the client is responsible for signing off projects for production (in any medium). It is the client's responsibility to check spelling, grammar and proof-read text. Naked Creativity shall not be liable for any text errors, however arising unless caused on error on part of Naked Creativity.

4.4 Naked Creativity shall not be liable to the client nor shall it be in breach of contract by reason of any delay in performing or failure to perform any of its obligations under the contract if the delay or failure was due to any cause beyond the designer's reasonable control.

4.5 The client is responsible for ensuring that any content, software or website complies with relevant current legislation.

### 5.0 Termination and Amendments

Naked Creativity may terminate the contract or suspend any delivery or stop goods in transit if the client:

- 5.1 Is put into liquidation or administration or suffers the appointment of any administrative receiver or receiver.
- 5.2 Makes any composition or arrangement with its creditors.
- 5.3 Has overdue debt to Naked Creativity.
- 5.4 Naked Creativity reserves the right to make reasonable amendments to these Terms of Business prior to conducting any future work with any client.

### 6.0 Law and Jurisdiction

This contract shall be governed by English law and shall be subject to the jurisdiction of the Court of England and Wales.

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## Data Protection Policy

Reviewed March 2021

### 1.0 Organisation and scope

1.1 This policy applies to Naked Creativity Ltd, and any wholly owned subsidiaries. This policy applies to all members of the Naked Creativity team, and external contractors.

1.2 This policy is valid from 1 October 2016 and has been prepared and agreed by the company's current directors. This policy will be updated as new guidelines or applicable laws are introduced, or company activities differ from current areas.

1.3 The purpose of this policy is to enable Naked Creativity to:

- 1.3.1 comply with the law in respect of the data it holds about individuals for internal company purposes, or on the behalf of clients
- 1.3.2 follow good practice;
- 1.3.3 protect Naked Creativity's staff
- 1.3.4 protect the organisation from the consequences of a breach of its responsibilities.

### 2.0 Data that we collect and store

2.1 This policy applies to information that relates to an identifiable individual, even where it is technically outside the scope of the Data Protection Act, by virtue of not meeting the strict definition of 'data' in the Act. This data could include the following: names, addresses, email address, telephone or fax numbers, date of birth, gender or age.

2.2 At no point should Naked Creativity be in the possession of sensitive personal data (e.g. religious or political views, sexuality, or criminal records), as defined by the Data Protection Act Section 2. In addition to the requirements of the Act, Naked Creativity will not store, nor disclose, financial details including, and limited to, full debit or credit card details, bank account details, online payment processing usernames or passwords.

2.3 Naked Creativity are responsible for the safe storage of data on behalf of our clients. In these instances the following specific issues apply:

2.4 Data is protected from being viewed by other clients or customers. The security of this depends on a secure username and password, and it is the responsibility of each client to ensure that usernames and passwords that they use to access data held on Naked Creativity services are secure, and that passwords are of a secure length and composition and are rotated regularly.

2.5 Data held by Naked Creativity may be held in multiple locations and transferred outside of the UK for the purposes of backup of company data. All backups, whether remote or local, are secured with strong passwords where applicable, physical security.

2.6 Data on some systems is held by a third party hosting provider on equipment and a network that is controlled by that party. Naked Creativity has ensured that our primary hosts Positive Internet and Amazon Web Services both comply with the law and good practice and they have a separate set of policies that include details on data protection.

2.7 Similar policies apply for cloud hosting and storage that Naked Creativity uses on Amazon Web Services. These policies are viewable at [aws.amazon.com/legal/](http://aws.amazon.com/legal/)

### 3.0 Control of access to data and disclosure of data

3.1 Only permanent, full-time, members of staff have access to personal data held by Naked Creativity. Only the company directors have the ability to authorise our hosting providers, to access data held at their facility, on our behalf.

3.2 Naked Creativity have the following safeguards to ensure that personal data is only disclosed to those authorised to see the data. If an individual requests a copy of data held about them on our system, we will take reasonable steps to validate the identity of that individual before disclosing any information that we hold on them.

3.3 Client data held by Naked Creativity on the client's behalf remains the property of that client. Naked Creativity will never disclose this data to a third party without the explicit permission of the owner of the data. If a client requests a copy of their data, we will take reasonable steps to validate that this is an authorised request before exposing any data. Data which exposes personal information would only ever be sent by secure means – i.e. not by email, not by post, and never transferred to removable media.

### 4.0 Removal of data

4.1 If a client or individual requests the removal of their data from our system we will do so, with the following exceptions. If this data is required for the management of Naked Creativity, e.g. it is contained in our accounts system and therefore required to be retained by law, then only non-essential data can be removed

4.2 Any removal of data may take 14 days to be processed, and then up to a further 120 days to be completely removed from all rolling backups.

4.3 Naked Creativity will endeavour to remove personal details held on third-party systems, but have no control over backup retention policies.

### 5.0 Policy conclusion

5.1 Finally, Naked Creativity will:

- 5.1.1 comply with both the law and good practice
- 5.1.2 respect individuals' rights
- 5.1.3 be open and honest with individuals whose data is held
- 5.1.4 provide training and support for staff who handle personal data, so that they can act confidently and consistently

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## Cee.ms License Terms

Reviewed January 2021

1.0 These are the Terms and Conditions which govern the use of Naked Creativity's Content Management System "Cee.ms". Together with the proposal which Naked Creativity has prepared for the client, and Naked Creativity's standard terms of business, they constitute the contract between Naked Creativity and the client. No variation of these Terms and Conditions shall be binding unless agreed in writing between Naked Creativity and the client.

1.1 "Cee.ms" refers to the Naked Creativity Content Management System – a web-based, hosted, managed service for maintaining the content of a client's website.

1.2 "Content" means any text, images, video, meta data or other media which is accessible to a website's visitor through accessing the client's website.

1.3 "Client" refers to a customer who is using Cee.ms.

1.4 "Website markup" refers to the HTML, CSS and Javascript code that displays a website to a visitor to that website.

1.5 The "Cee.ms License Fee" is a fee paid for access to the Cee.ms service by a client in order to edit their website.

### 2.0 License Service Level

2.1 Naked Creativity will provide the following service for the Cee.ms License Fee:

2.1.1 Telephone support for Cee.ms during business hours, Monday to Friday 9am to 6pm, excluding public holidays.

2.1.2 Email support with a 24 hour response during the business hours as 2.1.1.

2.1.3 Security or critical fixes required to resolve any issues found by Naked Creativity or by end users with Cee.ms.

2.1.4 Code changes to client websites to ensure compatibility with ongoing improvements to the Cee.ms.

2.1.5 Hosting of client website and website assets.

2.1.6 Improvements to Cee.ms to add additional features on an ad-hoc basis. Naked Creativity will consider client requests for new features if they are of the benefit of all clients.

2.2 Where new features are requested and are specific to an individual website, additional fees may apply, and clients will be made aware of these before work commences.

2.3 The Cee.ms License Fee does not include an allowance for any other service provided by Naked Creativity, including but not limited to changes to the website that cannot be made through Cee.ms, including but not limited to stylesheets changes, additional website design or development services, email hosting, graphic design, printing or email marketing.

### 3.0 Hosting

3.1 If a website hosted by Naked Creativity regularly sees over 100,000 unique visitors per month, Naked Creativity may suggest additional hosting resources for that website.

3.2 In the case of additional resources being required, the client will be informed of these before commitment.

3.2 The Cee.ms cannot be used to host illegal content under the laws of England and Wales. If Naked Creativity are alerted to any illegal content, the relevant authorities will be informed and the website shut down or temporarily disabled, until the offending content is removed.

3.3 Our separate hosting SLA applies to website hosting services.

### 4.0 Pricing

4.1 The Cee.ms license fee is fixed at the price quoted within Naked Creativity's proposal for a period of 12 months and any price rise is limited to 5% per annum.

4.2 Prices exclude VAT at the prevailing rate.

### 5.0 Intellectual Property

5.1 Any website markup that makes up the client's website, created by Naked Creativity, or through Cee.ms, is the intellectual property of the client, providing payment has been received in accordance with our standard terms of business. This excludes code licensed under an Open Source license.

5.2 All code that forms, is related to, or hosted on, Cee.ms, remains the property of Naked Creativity at all times.

5.3 Naked Creativity warrants that it owns the intellectual property rights in Cee.ms and will forthwith on demand indemnify the client in relation to any payments, costs, damages and expenses incurred by the client arising from claims made by a third party alleging infringement of the rights of the third party due to the use by the client of the Cee.ms.

### 6.0 Renewal and Cancellation

6.1 After 12 months a renewal invoice will be sent, and this will be due in accordance with our payment terms. Website and Cee.ms access may be affected by overdue, or non-payment.

6.2 Cancellation by the client of the Cee.ms license can be made at any time, but no refunds will be made in respect of part-used licenses.

6.3 Naked Creativity will give at least 12 months notice of any termination of the complete Cee.ms service for all clients.

6.4 Naked Creativity agree that any termination of the Cee.ms service, due to insolvency, ownership changes, or a decision by the directors to discontinue the service, would mean the release of the source code under an open-source license, free for the use of all existing customers.

6.5 Upon termination the client will be provided with their data from Cee.ms in a suitable reusable format.

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## Memb.rs License Terms

Reviewed May 2025

1.0 These are the Terms and Conditions which govern the use of Naked Creativity's members area and admin system "Memb.rs". Together with the proposal which Naked Creativity has prepared for the client, and Naked Creativity's standard terms of business, they constitute the contract between Naked Creativity and the client. No variation of these Terms and Conditions shall be binding unless agreed in writing between Naked Creativity and the client.

1.1 "Memb.rs" refers to Naked Creativity's web-based, hosted service for managing member details, and the ability for these members to sign in to a dedicated members area, or your website (depending on configuration).

1.2 "Content" means any text, images, video, meta data or other media which is accessible to a website's visitor through accessing the client's website.

1.3 "Client" refers to a customer who is using Memb.rs.

1.4 The "Service" means the Memb.rs application including admin, sign in, members area or API, access to which is provided via the website or other HTTP connection.

1.4 The "Subscription" is a fee paid for the Memb.rs Service.

### 2.0 Service Level

2.1 Naked Creativity will provide the following service as part of the Subscription:

2.1.1 Telephone support for Memb.rs during business hours, Monday to Friday 9am to 6pm, excluding public holidays.

2.1.2 Email support with a maximum 24 hour response during the business hours as 2.1.1.

2.1.3 Security or critical fixes required to resolve any issues found by Naked Creativity or by end users with Memb.rs.

2.1.4 Members area app for end users.

2.1.5 Admin app for viewing and editing member details, events, etc.

2.1.6 API access to provide programmatic integration with websites or other services.

2.1.7 Active development of Memb.rs, periodically making improvements and adding new functionality.

### 3.0 Pricing and Payment

3.1 The Subscription is fixed at the price quoted within Naked Creativity's proposal for a period of 12 months.

3.2 Prices exclude VAT at the prevailing rate.

3.3 The Subscription will start at the point Memb.rs has been configured and you have been provided with administrator access.

3.4 At the start of the initial Subscription period our invoice for the Subscription and Setup and Configuration fee will be issued and will be due in accordance with our payment terms.

3.5 Invoice(s) for custom development work will be issued when this work has been completed and accepted in accordance with our standard terms of business.

### 4.0 Intellectual Property

4.1 All code that forms Memb.rs, remains the property of Naked Creativity at all times and the Subscription allows access to utilise the service.

4.2 Naked Creativity warrants that it owns the intellectual property rights to the Memb.rs source code and design (except for components that are Open Source) and will forthwith on demand indemnify the client in relation to any payments, costs, damages and expenses incurred by the client arising from claims made by a third party alleging infringement of the rights of the third party due to the use by the client of Memb.rs.

4.3 All copyright and intellectual property rights in any information uploaded by you or your employees to the Website in connection with the Service shall remain vested in you, your employees or your licensors.

4.4 No part of Memb.rs may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without Naked Creativity's prior written permission.

4.5 Any rights not expressly granted in these Terms are reserved.

### 5.0 Renewal and Cancellation

5.1 After 12 months a renewal invoice will be sent, and this will be due in accordance with our payment terms. Access to the Service may be affected by overdue, or non-payment.

5.2 Cancellation by the client of the Subscription can be made at any time, but no refunds will be made in respect of part-used Subscriptions.

5.3 Upon termination the client will be provided with their data from Memb.rs in a suitable reusable format and client data will be permanently removed from the Memb.rs database.

5.4 Naked Creativity will give at least 12 months notice of any termination of the complete Memb.rs service for all clients.

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## Hosting SLA

Reviewed January 2021

### 1.0 Website Hosting

- 1.1 If your website is hosted by Naked Creativity; your website files, any associated databases, and server-side logic are served by a combination of our dedicated managed server with Positive Internet, and cloud services from Amazon Web Services.
- 1.2 If you host your website yourself, static content will typically still be served from Amazon Web Services, and only points 1.2, 3.2, and 8.1 from this SLA apply in this instance.
- 1.3 Upon request Naked Creativity will provide detail on the specific hosting for your website.

### 2.0 Locations

- 2.1 Our dedicated server is located in Cambridgeshire and is powered by renewable energy.
- 2.2 We primarily use the London (eu-west-2) region for Amazon Web Services. Some client applications will necessitate the use of different regions. We utilise Amazon Cloudfront content delivery network to serve assets from worldwide endpoints close to the website visitor(s).

### 3.0 Backups

- 3.1 Our dedicated server is backed up each day in full by Positive Internet.
- 3.2 Images and documents uploaded through the CMS and served from Amazon are duplicated on the dedicated server, and therefore backed up daily also.
- 3.3 If clients have databases associated with their websites, we back these up as part of the full server backup, or independently on a schedule that suits the frequency of the database updates and access.

### 4.0 Monitoring

- 4.1 Our dedicated server is monitored by Positive Internet, and we also use independent monitoring from Alertra. In the event of a service failure, we are notified by these systems automatically. Positive Internet are also notified and will resolve most issues autonomously.

### 5.0 Service Level Agreement

- 5.1 During UK office hours (9am to 6pm, Monday to Friday, excluding public holidays), any server issues reported by clients are investigated within 30 minutes. We respond within this time frame with an estimated time for services to be up and running normally.
- 5.2 During extended UK working hours, 8am to 8pm, we respond to critical alerts and actively resolve issues that may arise. Outside of UK office hours, Positive Internet monitor our server, attending to issues that arise.

### 6.0 Disruption

- 6.1 In the unlikely event that a failure is predicted to be over 2 hours, we will set about deploying your services to an alternative, temporary server. This may require temporary DNS changes on your part to implement. This provision may not support all functionality of your website and will take upwards of 2 hours to complete (during working hours). DNS propagation may delay the visibility of the temporary service.

### 7.0 Limitations

- 7.1 This SLA does not guarantee the availability of any third-party services not explicitly mentioned, but which may be required for the full functioning of your website.
- 7.2 We provide no guarantee on up-time or availability of client websites, beyond a best-endeavour approach. Clients with extremely high availability requirements may wish to arrange their own dedicated hosting, or third-party caching services.

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## Business Continuity Policy

Reviewed January 2021

### Website Hosting

Our hosting is provided by Positive Internet and Amazon AWS. All data stored in these services is fully backed up, and managed by these suppliers.

In the event of a failure of the Positive Internet server, Positive Internet are responsible for hardware replacement, data migration and restoration.

In the event of a catastrophic loss of data on Amazon AWS, this data can be restored from the original source control location, and user-generated content would be restored site-by-site from the associated backups.

### Source Control

Website source code is all stored, without exception, in a Git or Subversion source control repository. This data is backed up by our provider (Beanstalk), and distributed copies are stored on each user's machine. Restoring data in the event of an incident at either a premises or supplier level is simply a case of restoring from the full copy at another location.

### Company Data

Design assets, and other company records are stored on Google Drive. Backups are taken continuously.

### Hardware Loss

Our business does not rely on any specific computer hardware and our workforce can operate from virtually anywhere with an internet connection. In the event of hardware theft, damage or loss, new hardware could be procured very quickly from Apple to restore our ability to continue working.

Data stored on personal computers is encrypted with Filevault to prevent unauthorised access in case of theft or loss. Devices are also protected with hidden tracking software.

### Premises and connectivity

In case of our premises being unoccupiable, employees can work from remote locations, home or short-term rental space. Our business phones, email and team messaging are all cloud-based.