

Terms and Conditions

These terms and conditions shall apply to the agreement between InnerShed Ltd (innershed.com) and the individual or company ("You") applying for the provision of services by InnerShed Ltd (innershed.com). The customer ("You") wishes to provide InnerShed Ltd (innershed.com) with data that will be hosted on InnerShed Ltd (innershed.com) servers and made accessible via the Internet.

If you wish to receive a service detailed on this or other websites, You must agree to the terms below as the exclusive basis for such provision. You will need to read through all the terms and conditions below. The following sections apply to the services indicated.

Section A - General - This applies to all services ordered from InnerShed Ltd

Section B - Domain Name Registration and Transfer

Section C - Data Centre Internet Access and Hosting

Section D - Bandwidth Only Provision

Section E - Fair Use

Section F - Spam and Unsolicited Commercial Email (UCE) Policy

IT IS HEREBY AGREED THAT:

SECTION A – GENERAL

1. DEFINITIONS In this Agreement, the following expressions shall have the following meanings:-

"AUP" Authorised Usage Policy

"Confidential Information" Information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

"Downtime" means any service interruption in the availability to visitors of the website

"Fees" The fees (including any VAT) due for the provision of the Services as calculated in accordance with the Price List.

"Inappropriate Material" Material that under the laws of any jurisdiction where the material can be accessed is any of the following:- unlawful, threatening, abusive, harmful, malicious, obscene, illegal pornographic, malicious, profane, libellous, defamatory, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

"Intellectual Property Rights"

Copyrights, patents, registered and unregistered design rights, database rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Hosting " Consists of providing 'Managed & Unmanaged' services for the maintenance of shared and dedicated servers, including hardware maintenance and replacement. Though the speed and replacement time will be dependant upon the level of SLA for the server.

"Material" Text, graphics, images, sound, video or any combination thereof.

"Netiquette" Generally accepted standards of conduct relating to use of the Internet including, without limitation, not sending unsolicited mass e-mail, not impersonating another person, and not misrepresenting oneself to have authorisation from another person when one does not.

"Order Form" An order form provided by InnerShed Ltd or available from InnerShed Ltd by post or fax on request, and completed by You to indicate which Services You require and Your agreement to these terms and conditions governing such provision .

"Price List" A list of InnerShed Ltd prices for each of the Services as available on InnerShed Ltd Website or from InnerShed Ltd by post or fax on request.

"Relevant Legislation" Laws relating to data protection and any laws governing Inappropriate Material.

"Server" The computer server equipment operated by InnerShed Ltd and 'Hosting' in connection with the Provision of the Services.

"Service Level Agreement - SLA" The standard of physical support provided to a piece of equipment whether it is Hosting Services or Collocation Services.

"Services" The services are those order by the customer for InnerShed Ltd to supply.

"Service Schedule" The breakdown of services ordered by the customer

"InnerShed Ltd Website" The Website located at www.innershed.com or such other address as may be adopted by InnerShed Ltd from time to time.

"Uptime" The period of time that internet connectivity will be available for.

"Website" A website on the World Wide Web.

"Written Notice" Written notice may consist of a recognised email receipt that has been accepted, and received by the respondent, letter, facsimile or telegram.

1 . PAYMENT AND SERVICES

1.1 In consideration for the payment of the Fees calculated correctly in accordance with the Price List on InnerShed Ltd Website at the time of the completion of an Order Form by You, InnerShed Ltd agrees to provide the Services.

1.2 Unless otherwise agreed in writing by InnerShed Ltd, You agree to make payment for the Services as follows:-

METHOD OF PAYMENT

1.2.1 by debit or credit card payment at the time of making the order; or

1.2.2 by standing order, or direct debit for payments which are to be monthly, quarterly or biannually.

1.2.3 by cheque for payments which are monthly, quarterly, biannually or annually as indicated by InnerShed Ltd

1.2.4 by BACS or WIRE transfers, whereby all transfer charges should be paid for by You and not InnerShed Ltd

TIME OF PAYMENT

1.2.5 Payment for all Services must be made in advance of the date of supply or renewal of supply of the Service.

1.3 If You fail to pay any invoice which is due and payable under this Agreement, InnerShed Ltd shall be entitled to charge interest. You are also being charged debt recovery costs and statutory interest of 8% above the reference rate pursuant to the late payment legislation.

1.4 Non-delivery or non-performance of services by any third party other than InnerShed Ltd subcontractors shall not give You any right to delay any payment to InnerShed Ltd or to make any claim whatsoever against InnerShed Ltd.

1.5 If InnerShed Ltd does not receive payment within the agreed payment period of the date of the invoice, it may terminate this Agreement as regards any Service requested by without further obligation to You. (For most payment periods, there is a due date of within 15 days unless otherwise agreed with You and InnerShed Ltd)

1.6 For the purposes of this Agreement, time of payment is of the essence.

2. INDEMNITY

2.1 You hereby agree fully to indemnify, keep indemnified and hold harmless InnerShed Ltd, its officers, employees, agents, subcontractors and affiliated companies from and against any and all costs, claims, losses, damages and expenses (including, but not limited to, legal fees) sustained or incurred by InnerShed Ltd or its any of its officers,

employees, agents, subcontractors or affiliated companies directly or indirectly and in any jurisdiction as a result of:-

2.1.1 any breach of any of the warranties given by You in this Agreement;

2.1.2 any breach of any third party software or otherwise licence agreements;

2.1.3 otherwise howsoever arising out of the provision by InnerShed Ltd of any Service here under unless on account of breach of contract or negligence by InnerShed Ltd; and/or

2.1.4 any breach by You of any of Your obligations in this Agreement

3. CUSTOMER AUTHORISATION AND OBLIGATIONS

3.1 You hereby appoint InnerShed Ltd to act on Your behalf in conjunction with the provision of the Services.

3.2 You acknowledge and accept that to enable InnerShed Ltd properly to provide the Services You must co-operate with InnerShed Ltd as required by InnerShed Ltd and, in particular:-

3.2.1 You must provide InnerShed Ltd with accurate details of Your e-mail and physical addresses and promptly notify InnerShed Ltd in writing of any alterations thereto from time to time;

3.2.2 obtain the consent of individuals whose personal data are to be held on a domain name register or are otherwise provided to InnerShed Ltd.

3.3 You hereby undertake to InnerShed Ltd not to use any of the Services in any way which might harm the reputation or goodwill of InnerShed Ltd, whether through use of Inappropriate Material or otherwise

3.4 You hereby authorise InnerShed Ltd to release all required information relating to traffic and content passing through your account to judicial, police and other regulatory or official bodies where InnerShed Ltd is required so to do.

4. WARRANTIES AND LIABILITY

4.1 InnerShed Ltd makes no warranties or representations that Any Service will be uninterrupted or error-free. You accept all Services provided here under "as is" without warranty of any kind.

4.2 All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where

applicable) are hereby excluded in relation to each of the Services to be provided here under to the fullest extent permitted by law.

4.3 InnerShed Ltd shall not be liable for any services or products to be supplied by any third party.

4.4 InnerShed Ltd shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by or on behalf of You.

4.5 InnerShed Ltd will not be liable for any indirect or consequential loss, account for profits, wasted management time, damage, cost or expense of any kind whatsoever and howsoever arising (whether out of the provision of the Services or failure to provide the Services or otherwise), loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time, loss of goodwill or anticipated savings or any liability of You to a third party, even if InnerShed Ltd has been advised of the possibility of such loss.

4.6 Subject to Clause 4.7 below, no matter how many claims are made and whatever the basis of such claims, InnerShed Ltd maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 4.1-4.5 above, Clause 8.4 below or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the Fees paid by You during the then previous 12 months.

4.7 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of InnerShed Ltd, its employees or its subcontractors.

4.8 You warrant that You have complied with all Relevant Legislation, including without limitation, the Data Protection Act 1998 in relation to the information and Material that You provide to InnerShed Ltd pursuant hereto.

4.9 InnerShed Ltd will not be liable to for any damages or loss caused by software supplied and installed by You on any server owned or leased by InnerShed Ltd., regardless of the method of software installation.

5. TERMINATION

5.1 InnerShed Ltd may terminate this Agreement and/or suspend any of the Services which it provides to You by notice in writing (including email to Your most recently supplied email address) with immediate effect if:

5.1.1 You are in breach of any of Your obligations under this Agreement (including without limitation, failure to pay sums due to InnerShed Ltd by the due date);

5.1.2 You are a company and a resolution is passed for Your winding up or a petition for Your liquidation is presented; or

5.1.3 You are an individual and a petition for bankruptcy is presented against it; or

5.1.4 a receiver or liquidator (where You are a company) or (where You are an individual) a trustee in bankruptcy is appointed over You or any of Your assets; or

5.1.5 You propose or enter into any arrangement or composition with or for Your creditors (including any voluntary arrangement).

5.2 In the event that any of the circumstances identified in Clause 5.1 arises, InnerShed Ltd shall have the option to terminate this Agreement as regards all Services provided or to be provided or only as regards that Service or those Services in respect of which the breach is considered by InnerShed Ltd to have been committed; and

5.3 In the event that any of the circumstances identified in Clause 5.1 arises, InnerShed Ltd shall be entitled to retain any sums paid to it by You here under and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.

5.4 In the event that You would like to terminate the services supplied by InnerShed Ltd for circumstances unrelated to those identified in Clause 5.1, You must provide to InnerShed Ltd a minimum of 14 days written notice of your intention to terminate this Agreement.

5.5 Upon termination of services and/ or agreement as per Clause 5.4, You must make payment for outstanding invoices or charges due from the supply of services by InnerShed Ltd up to the date of termination.

5.6 In the event that the AUP is breached, InnerShed Ltd will terminate the service with immediate effect and without further obligation or liability to You. In light of Clause 5.1 to 5.4, only Clause 5.5 shall be applicable in the event of an immediate termination .

5.7 In the event that InnerShed Ltd resumes any of the Services which it has suspended or terminated, it reserves the right to charge a resumption fee in accordance with its then current charges.

6. CONFIDENTIALITY

6.1 Each of the parties agrees (subject to Clauses 6.2 and 6.3) not to:

6.1.1 disclose any Confidential Information received from the other party; or

6.1.2 make any use of any such Confidential Information other than for the purposes of performance of this Agreement.

6.2 Each party may disclose Confidential Information received from the other to

its responsible employees, consultants, subcontractors or suppliers who need to receive the information in the course of performance of this Agreement.

6.3 The confidentiality obligations under Clause 6.1 shall not apply to any information which:

6.3.1 is or subsequently becomes available to the general public other than through a breach by the receiving party; or

6.3.2 is already known to the receiving party before disclosure by the disclosing party;

6.3.3 is developed through the independent efforts of the receiving party; or

6.3.4 the receiving party rightfully receives from a third party without restriction as to use.

7. GENERAL

7.1 Subject to Clause 7.2, this written Agreement together with the Schedules hereto and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause 7.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

7.2 No change, alteration or modification to this Agreement shall be valid unless in writing and deemed to have been accepted by both parties.

7.3 If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

7.4 Your rights and obligations under this Agreement are personal to You and You undertake that You shall not, without the prior written consent of InnerShed Ltd, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

7.5 InnerShed Ltd reserves the right to subcontract any of the work required to fulfil its obligations here under.

7.6 Any notice given pursuant hereto may be served personally or sent by email, prepaid registered letter or recorded delivery to the addresses given here above. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service, when sent by email to the last known email address of the addressee, 24 hours after despatch or, when posted, 48 hours after the same shall have been put into the post correctly addressed and prepaid.

7.7 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance here under (other than in relation to

payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supranational authority.

7.8 InnerShed Ltd carries out data backups (excluding email) for use by InnerShed Ltd in the event of systems failure. InnerShed Ltd does not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly InnerShed Ltd accepts no responsibility for data loss, email loss or corruptions. The client is strongly advised to keep backups of ALL data.

7.9 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights here under shall not be construed as a waiver of such provision or right thereafter to enforce the same.

7.10 Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.

7.11 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SECTION B – DOMAIN NAME REGISTRATION AND TRANSFERS

Together with the terms of Section A above, the terms set out in this Section B identify the extent of the domain name registration and transfer services provided by InnerShed Ltd and the Client's obligations in relation thereto.

8.1 You recognise and accept that:-

8.2 InnerShed Ltd reserves the right to reject any request by You to register any particular domain name or to discontinue processing such a request if InnerShed Ltd considers such application might expose InnerShed Ltd to legal or other proceedings.

8.3 Subject to Clause 8.17, the extent of InnerShed Ltd hosting service in relation to the registration of domain names is:-

8.3.1 to forward Your application to the appropriate Registry;

8.3.2 to provide administrative support in securing the registration.

8.4 Subject to using its reasonable endeavours to contact You prior to the domain name registration renewal date(s) at the e-mail address most recently provided by You pursuant to Clause 3.2.1, InnerShed Ltd will have no involvement in, or responsibility for Your use or retention of a domain name once registered;

8.5 Where You require InnerShed Ltd to enable a transfer of a domain name from the existing registrar to InnerShed Ltd, You undertake to notify Your existing registrar and do everything required to facilitate the transfer.

8.6 For the avoidance of doubt and in addition to the provisions of Clause 4.1-4.9 above, in no circumstances will InnerShed Ltd be liable to You for any loss of profit, business or anticipated savings suffered by You on account of a failure to obtain or loss of a domain name;

8.7 InnerShed Ltd makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful because domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by InnerShed Ltd on Your behalf;

8.8 Your use of the domain name once registered may be challenged by a third party; if so, or if any other dispute arises the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of a Your application for a domain name or the registration of a domain name allocated to You and InnerShed Ltd will have no responsibility or involvement in relation thereto;

8.9 It is Your responsibility to pay any and all renewal charges to the relevant registry in respect of each domain name registered by InnerShed Ltd on Your behalf;

8.10 Domain names are registered on a first come, first served basis;

8.11 The registration of a domain name does not confer any legal rights to a name or its use and any disputes between You and a third party are to be settled using normal legal methods. InnerShed Ltd 'will not be drawn into any such argument or dispute in any circumstances;

8.12 An application for the registration of a domain name cannot be treated as having been successful until You are issued with a "Registration Certificate" from the relevant registry. You are advised not to take any action in respect of a requested domain name until such a certificate has been issued to You.

8.13 You warrant to InnerShed Ltd that:-

8.14 All information provided by You to InnerShed Ltd is true and correct, and that any additions or alterations thereto in the future will also be true and correct;

8.15 You have the legal right to apply for and use the domain name(s) as a Website address;

8.16 The domain name(s) and its use as a Website address does not and will not infringe the Intellectual Property Rights or any other rights of a third party

8.17 You acknowledge that the application process, registration and subsequent use of any domain name will be subject to the rules and policies from time to time of the relevant registry and You agree to abide by all such rules and policies. Accordingly, You undertake to read those rules and policies before applying for a domain name (copies are generally

available from the relevant registry's Website and are available from InnerShed Ltd by fax or post on request).

8.18 InnerShed Ltd will use its reasonable endeavours to ensure that any application by You for registration and/or transfer of a domain name from Your current registrar to InnerShed Ltd is successfully completed. However, if for any reason beyond InnerShed Ltd reasonable control, the application or transfer is rejected or unsuccessful, InnerShed Ltd reserves the right to cover its costs by retaining any payments received from You.

SECTION C – DATA CENTRE INTERNET ACCESS & HOSTING

9.1 Whilst InnerShed Ltd will use its reasonable endeavours to provide these services as detailed on the pages referred to above, InnerShed Ltd is dependent on equipment provided by third parties and therefore outside of InnerShed Ltd control and to this extent, InnerShed Ltd is not liable for any, Downtime, interruption to or other problems with these services.

9.2 InnerShed Ltd will provide a standard connectivity uptime of 99.9%. In certain circumstances this may vary dependant upon the level Support provided, therefore You should refer to Your Service Level Agreement.

SECTION D - BANDWIDTH ONLY PROVISION

10.1 InnerShed Ltd will use its reasonable endeavours to maintain continuity of bandwidth availability indicated in the Order Form. However, InnerShed Ltd is not responsible for any Downtime, connectivity or other problems which are outside of its reasonable control.

10.2 InnerShed Ltd will not provide any services to monitor the used amount of bandwidth for any client. It is Your responsibility to monitor and ensure that you do not overuse your allocated bandwidth usage.

10.3 InnerShed Ltd is entitled to produce for its own records a report to monitor any monthly bandwidth over-uses. If it is shown from that report that You have exceeded your allowed bandwidth allocation, InnerShed Ltd 'hosting' reserves the right to decide whether to calculate the bandwidth used and charge You for the overused bandwidth for that particular month or period.

SECTION E - FAIR USE

11.1 InnerShed Ltd offers high-limit or unlimited amounts of disk space and/or other resources, such as bandwidth transfer, email or FTP accounts.

11.2 It is acknowledged that any single account is entitled to utilise the server resources, within reason, up to what is allotted or by what is physically available. If resources become scarce, InnerShed Ltd reserves the right to limit users of the affected machine to a lower limit to preserve the effectiveness of the service for all users. If a particular user is in

extreme excess of what the average users of the machine have in use (actually used) of their resource allotments, that customer may be asked to remove content, cut resource usage, or relocate to a dedicated service provider. This policy only applies to web sites that are considered to be abusive in service, disk space or resource consumption and where it is evident that the "fair-use" of resources among customers has been breached, particularly in regards to disk space, bandwidth or CPU processing power utilisation. Additionally, web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the sole discretion of InnerShed Ltd.

SECTION F - Spam and Unsolicited Commercial Email (UCE) Policy

12.1 InnerShed Ltd takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM through our network and services.

12.2 Customers of InnerShed Ltd may not use, or permit others to use, our network to partake in UCE distribution. Customers of InnerShed Ltd may not host or permit hosting of sites or information that is advertised by UCE from other networks.

12.3 Upon notification of an alleged violation of our SPAM policy, InnerShed Ltd will initiate an immediate investigation. During the investigation, Norfolkbroads.com Ltd may restrict customer access to the network to prevent further violations. Subscriber will thereafter be advised of the situation. If a subscriber is found to be in violation of this Terms Of Service, InnerShed Ltd may, at its sole discretion, unilaterally restrict, suspend or terminate the violating customer's account. Further, InnerShed Ltd reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. InnerShed Ltd will notify law enforcement officials if the violation is believed to be a criminal offence.