

THESE CONDITIONS (the "Conditions") APPLY TO YOUR PURCHASE AND USE OF THE SUPANET WEB HOSTING SERVICE. ALL OF THE TERMS THAT ARE AGREED IN RELATION TO YOUR PURCHASE AND USE OF SUPANET WEB HOSTING SERVICE SHOULD BE SET OUT IN THESE CONDITIONS, YOUR REGISTRATION FORM, THE RELEVANT SUPANET WEB HOSTING PRICE LIST AND SUPANET'S PRIVACY POLICY AND ACCEPTABLE USE POLICY. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED OR IF YOU DO NOT UNDERSTAND ANY OF THESE CONDITIONS, YOU SHOULD LET SUPANET KNOW. IT WILL BE MORE DIFFICULT FOR YOU TO ENFORCE A TERM THAT YOU THINK HAS BEEN AGREED IF IT IS NOT AGREED IN WRITING.

THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

1 Meanings

1.1 Certain words used in these Conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below. Others appear in the text of these Conditions:

"Cancellation Period" means the period referred to in condition 11.

"Charges" means the monthly charges payable by you for the Service, details of which appear on the Price List;

"Contract" means the agreement between us which is made up of these Conditions, the Registration Form, the Supanet Web Hosting Price List the Privacy Policy and the Acceptable Use Policy;

"ICANN" means Internet Corporation for Assigned Names and Numbers;

"Initial Registration Period" means the period of two years for .uk and one year for .com, .net, .org, .biz and .info domains commencing on and including the date of the application for Registration;

"Internet" means any global information system which uses the Transmission Control

Protocol/Internet Protocol suite and/or other protocols;

"Intellectual Property Rights" means all or any registered or unregistered intellectual property rights in any part of the world, including but not limited to patents, design rights, copyrights, topographical rights, know-how, rights in inventions and ideas and rights to

confidence together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights;

"Material" means any information displayed, accessed or made available by or to you via the Internet using the Service;

"Minimum Period" means the minimum subscription period applicable to the Service you order from Supanet as set out in the Supanet Web Hosting Price List commencing on the Start Date;

"Naming Organisation" means the Nominet UK (<http://www.nic.uk>) for .uk and Network Solutions as ICANN accredited Registrar (<http://www.icann.org>) for .com, .net, .org, .biz and .info domains or such other Naming Organisation as the Company may specify to the Customer from time to time;

"Postboard" means the Supanet postboard at <http://www.supanet.com/help/postboard.html>;

"Registration" means an application by us acting as your agent to register domain name(s) with the Naming Organisation;

"Registration Form" means the form displayed on-line by us and completed by you as part of you ordering the Service;

"Release Fee" means the sum of £50

"Supanet Web Hosting Price List" means the price list published on the Supanet Web

Hosting website (www.supanet.com/hosting/) at the date you order the Service;

“Start Date” means the date when the Service, or any part of it, is first made available to you;

“Service” means the Supanet Web Hosting and domain registration service and the software and facilities, which we provide and you use in connection with the Service;

“Supanet” or “our” or “we” means Supatel Limited t/a Supanet Ltd, company registration number 267725, of STADYL Building, Corner Them. Dervis-Florinis Street, CY-1065 Nicosia, Cyprus. Email: hosting@supanet.net.uk;

“Telecom Provider” means Supanet’s provider(s) of elements of the Service from time to time;

“Support Service/Technical Support” means the support provided as part of the Service under clause 16;

“UDRP” means Uniform Domain Names Dispute Resolution Policy; “us” means you and Supanet;

“Value Applications” means a set of selectable applications that can be installed by you to enhance the functionality and management of your web- hosting service;

and "you" or "your" means the purchaser of the Service;

2 The Service

2.1 In exchange for your payment of the Charges, we will provide you with the Service and you agree to use and pay for the Service on the terms and conditions of the Contract.

2.2 Before we can provide the Service the you must have:

2.2.1 A valid means of accessing the Internet. a PC equipped with a suitable browser – Microsoft Internet Explorer 5.0, 5.5 or 6.0, Netscape 7.x, Mozilla/5.x. Please note, Supanet does not guarantee full compatibility with Apple Mac systems.

2.3 Supanet will supply the Service to you as soon as reasonably practicable from the date of your order and in any event no later than 30 days from the Start Date. In the event that we are unable to supply the Service within 30 days from the Start Date we shall provide a full refund any Charges you have paid in full;

2.4 Some modifications may need to be made to your PC to enable you to use the Service and it is your responsibility to ensure that such modifications do not invalidate the terms of any warranty or contract you may have in relation to your PC. We shall will not be liable for any invalidation or breach of your PC’s warranty or any other contract relating to your PC as a result of work or modifications carried out by you, Supanet or Supanet’s agent s in order to make your PC operate with the Service unless such breach or invalidation is a result of Supanet’s negligence.

3 Business Use

3.1 The Service is designed exclusively for personal use and may not be used for business or commercial without the express prior written consent of Supanet.

3.2 If you use the Service for business purposes you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law. If you are a business user, we will not liable to you for and hereby exclude all liability for consequential and indirect losses and any loss of profit, business opportunity, goodwill, reputation, revenue or anticipated savings, wasted expenditure or loss or corruption of data suffered by you in connection with the Service, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into the Contract.

3.3 The Cancellation Period in clause 11 below does not apply to business users.

4. The Quality and Continuity of Service

4.1 We do not warrant (or promise) that the Service will be free of defects, uninterrupted, timely and/or secure but we will endeavour to correct reported defects as soon as we reasonably can do so. In performing our obligations under the Contract Supanet will exercise the reasonable care and skill of a competent Internet service provider.

4.2 Supanet's provision of the Service is dependent upon the operation of the Telecom Provider's telecommunications network and the operation of the internet in general.

Supanet will not be liable for any failure or delay in Service that is due to problems with the Telecom Provider's telecommunications network or the Internet in general, except to the extent that those problems are caused by Supanet's negligence.

4.3 From time to time we may suspend the whole or any part of the Service for routine maintenance work. We will give you as much notice of such suspension as reasonably possible by posting details on the notification panel of the hosting manager interface, or by e-mail, but we will not be liable for any loss suffered by you or others as a result of such suspension.

4.4 From time to time we may suspend certain parts of the Service or part or all of our network for the purposes of routine maintenance work. We will give you notice as soon as possible by posting on the service status page on www.supanet.com or by e-mail, but we shall not be liable for any loss suffered by you or others as a result of such suspension.

4.5 Whilst Supanet uses reasonable endeavours to keep its Service secure and free of viruses, worms and other hostile code it does not guarantee that this will be the case. Supanet reserves the right to suspend the whole or any part of its Service at any time without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

5. Website Space

5.1 As part of the Service you will be allocated a fixed amount of webspace. The amount of webspace you will receive is dependant upon the Supanet Web Hosting package you have selected details of which can be found in the Supanet Web Hosting Price List.

5.2 The amount of available webspace storage will reduced if you wish to receive any of Value Applications provided as part of the Service. To operate, Value Applications utilize part of your webspace allocation, which means that the amount of webspace storage available for your website will be reduced.

6. Registration of Domain Name(s)

6.1 Upon completion of your Registration Form and acceptance of your order for the Service, Supanet will make arrangements to register your chosen domain name with the relevant Naming Organisation. In doing so Supanet will act as your agent.

6.2 Supanet does not accept responsibility nor does it make any warranty (or promise) that the domain name(s) requested by you will be accepted for registration in the register by the Naming Organisation nor will Supanet be liable for any costs that you incurred if your application for Registration is unsuccessful. Supanet does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by you except if caused by Supanet's negligence.

6.3 you will be responsible for payment of all domain registration fees charged by the Naming Organisation. Details of the current fees can be found at <http://www.supanet.com/hosting/domains.php>

6.4 Supanet reserves the right to suspend or cancel any application for Registration or refuse to host a domain name(s) in circumstances including but not limited to registrations that Supanet reasonably considers will result in a breach of the Acceptable Use Policy or the rules of the relevant Naming Organisation.

6.5 Upon successful Registration with the Naming Organisation Supanet will host your domain name(s) for the duration of this Contract subject to you complying with and adhering to these Conditions and the rules of the respective Naming Organisation as may be in force from time to time and which can be accessed through <http://www.nic.uk/terms.html> and <http://www.icann.org>.

6.6 Supanet agrees that during the term of this Contract and in consideration for you paying the Charges we will renew the registration of domain name(s), upon the expiry of the Initial Registration Period and any subsequent renewal period(s), and you agree to pay all renewal fees incurred by Supanet with the Naming Organisation associated with the renewal of your domain name(s).

6.7 you acknowledge that any dispute(s) arising out of the use of the domain name(s) requested on your behalf will be resolved for .uk domains in accordance with the Nominet UK Dispute Resolution Service which can be accessed <http://www.nic.uk/ref/drs.html> and for .com, .net, .org, .biz and .info domains in accordance with

the UDRP which can be accessed at <http://www.icann.org/udrp/udrp.htm> which may impose restrictions on the termination or transfer of a domain name(s) with its current host during or pending the settlement of such a dispute.

6.8 If upon termination of this agreement for whatever reason you wish to transfer the domain name(s) registered by us on your behalf to another host other than us you shall be permitted to do so upon payment the Release Fee.

7. Privacy Policy

7.1 We will hold all information that you submit about yourself in a computer database. The ways in which we use your data are detailed in the Privacy Policy.

7.2 We reserve the right to supply such information to the police and regulatory or government authorities and to any person who complains to us about any Material appearing on any web site you operate using the Service or which you have sent using the Services or who is unable to contact you via such web site.

8. Charges

8.1 The Charges for the Service will be calculated in accordance with the Supanet Web Hosting Price List in force at the time you order the Service and are payable monthly in advance. All Charges are exclusive of any telecommunications. Charging will begin on the Start Date. Charges will be calculated in accordance with details recorded by or on behalf of Supanet. Except as provided in condition 8.3 below, you are responsible for all Charges incurred as a result of your use of the Service and the use of the Service by any person via your account.

8.2 you agree to pay registration fees for the .com/.net/.org/.biz/.info domains 12 months in advance, .co.uk/.org.uk/.me.uk domains 24 months in advance for the period of the registration. These fees are incurred and paid on your behalf by Supanet and are not refundable.

8.3 Supanet will not hold you responsible for the Charges for any use of the Service that is made via your account without your authority as a result of Supanet's negligence or breach of these Conditions but this exception will not entitle you to a refund of the whole or any part of an "all inclusive" Charge (for example, a fixed Charge that is not linked to the use of the Service during the relevant month).

8.4 you must pay the Charges by direct debit or credit card within 14 days of the date of Supanet's invoice. Supanet may charge daily interest on any overdue payment at a rate equal to 4% per annum above the base lending rate of HSBC Bank plc from time to time and/or suspend and/or terminate the whole or any part of the Service. In the event that Supanet terminates the Service for non-payment of Charges you will be liable to pay the Charges that would otherwise have been payable by you during the remainder of the Minimum Term by for the termination. These Charges will become immediately due and payable by you in full upon termination of the Service.

8.5 All Charges include any applicable Value Added Tax (VAT).

8.6 you acknowledge and accept that you may be subject to Supanet's credit vetting policy procedures.

8.7 If you dispute any Supanet invoice, you must notify Supanet within 14 days of that date of the invoice giving full written reasons for the dispute. you must pay any undisputed sum in accordance with condition 8.4.

8.8 If we do not receive the Charges from you as they fall due, we may forward the debt to an external agency for collection. you will pay our reasonable costs and expenses for collecting any late payments.

9. Your Responsibilities and Obligations

Use of the Service

9.1 Except as provided below, you are responsible for your use of the Service and for any use of the Service made using your account, whether or not you authorised or were aware of such use. Supanet will not however hold you responsible for any use of the Service that is made via your account without your authority as a result of Supanet's negligence or breach of these Conditions.

9.2 You will be responsible for keeping copies of all Material published, sent or received by you using the Service and recognise that we are not responsible for doing so;

Web space

9.3 You are solely responsible for the content of the Material which appears on the web space provided to you as part of the Service and any Material you transfer via the Services. Supanet reserves the right to remove from your web space without prior notice any

Material that does not comply with the Acceptable Use Policy.

9.4 In order to enable Supanet to continue to provide the Service to its customers, Supanet imposes limits upon the amount of bandwidth that it makes available to its customers. Details of the bandwidth that is available to you are set out at in the Supanet Web Hosting Price List. Supanet reserves the right at any time without prior warning to suspend the provision of the Service if you are using excessive bandwidth.

9.5 you are responsible for keeping full security copies of your computer programs database and computer records and for backing up all Material and/or data on your web pages. Supanet will not keep copies of your web pages and will not be responsible for the loss of data on those pages if you have failed to back them up, unless caused by Supanet's negligence.

9.6 you will not arrange your home page(s) in a way that leads to a risk of or causes an excessive load on the server provided by us in connection with the Service;

9.7 you agree that you:

9.7.1 a UK resident and over 16 years of age;

9.7.2 Will comply with any policies or guidelines we publish governing how you are allowed to make use of the Service including, but not limited to, the Acceptable Use Policy;

9.7.3 are responsible for providing, paying for and complying with the conditions applicable to, an appropriate telecommunications connection provided by the Telecom Provider and you agree that you will not block any means of identifying you which that connection supplies;

9.7.4 will be responsible paying any call charges you may incur with your telecommunications provider in respect of your use of the Service;

9.7.5 are responsible for providing an appropriate PC, modem and any other hardware, software or other equipment necessary to enable you to use the Service (details of which are given in clause 2.2.1);

9.7.6 will provide true, complete and accurate information in any communication with us including when you order or register to use the Service and that you will notify Supanet immediately of any changes to the information provided;

9.7.7 will take all steps necessary to ensure that any password allocated to you is kept confidential and is not used by any third party and notify Supanet immediately if you have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access the Service;

9.7.8 will make appropriate security and confidentiality provisions in relation to your use of the Service and ensure that you have up to date virus protection in place on your PC at all times;

9.7.9 must not use the Service so that all or any part of the Service or the Internet are hindered, damaged or otherwise rendered less effective nor use the Service to the detriment of us or other users of the Service and/or the Internet;

9.7.10 must not use the Service in any way which might constitute an infringement of any third party rights;

10. Breach of your Obligations

10.1 If you breach, or we reasonably suspect that you have or may breach, any of your obligations under these Conditions (including but not limited to payment of Charges) we may terminate and/or suspend the provision of the whole or any part of the Service without prior notice.

10.2 Suspension of the Service under clause 10.1 will continue until such time as we have investigated the breach or suspected breach and determined that there was in fact no breach or that the breach in question has stopped, been remedied (where possible) and we are satisfied that it will not occur again. If we find that you have breached your obligations under these Conditions suspect that you may breach or will continue to breach your obligations, we shall be entitled to terminate the provision of the whole or the relevant part of the service pursuant to condition 10.1 and subject to condition 10.3 below.

10.3 If we terminate the provision of the Service as a result of your breach, you will be liable to pay the Charges for the remainder of the Minimum Period which would have been otherwise payable to us but for termination and these Charges will become immediately due and payable by you upon termination of the provision of the Service.

11. Right to Cancel – “Cooling Off Period”

11.1 The Consumer Protection (Distance Selling) Regulations 2000 (the "Regulations") entitle consumers to cancel orders for goods and services purchased at a distance during designated Cancellation Periods. Goods and services are purchased at a distance if they are purchased without face to face contact with the supplier or the supplier's authorised agent. This condition 11 sets out how the Regulations apply to your purchase of the Service from Supanet by distance means. The provisions of condition 11 do not apply if you purchased the Service from one of our Authorised Agent's shops or stores.

11.2 In normal circumstances, the Regulations would give you a period of seven (7) working days, starting on the date after the date upon which you order the Service. However, once you have completed your registration for the Service, the Service will be available for you to use before the expiration of that seven (7) working day period. If you use the Service, thereby commencing the performance of the Contract, your right to cancel the Contract under the Regulations ends and you will not be entitled to cancel your order.

11.3 By placing your order, you agree that Supanet may start performing the immediately and acknowledge that your right to cancel your order under the Regulations will be lost if you use the Service before the expiration of the seven (7) working day period.

11.4 If you wish to cancel your order, you must inform Supanet in writing within the

Cancellation Period. you can inform us on-line at <http://www.supanet.com/cancellations> or by writing to us at Billing Department, Indigo House, Time Technology Park, Blackburn Road, Simonstone, Burnley, Lancashire BB12 7NQ.

12. Cancellation and Suspension

12.1 Your Contract will continue for the Minimum Period whereafter it will continue until you cancel it by giving Supanet not less than one month's written notice of cancellation. your cancellation of the Contract will take effect on the expiration of the one month's notice, when we will disconnect the Service. you will continue to be liable for and must continue to pay the Charges during the notice period.

12.2 Either of us may terminate the Contract (thereby cancelling your subscription to the Service) immediately upon written notice to the other if the other materially breaches any of the terms of the Contract (and, if the breach is capable of remedy, fails to remedy it within 30 days of being asked to do so in writing) or becomes bankrupt or insolvent or goes into liquidation.

12.3 Supanet may cancel the Contract (thereby cancelling your subscription to the Service) immediately upon written notice if, for any reason, it generally stops providing the Service.

12.4 you will be entitled to a refund of any pre- paid Charges in respect of which you will not receive the Service as a result of your termination under clause 12.2 or Supanet's termination under clause 12.3.

12.5 If Supanet terminates under clause 12.3, you will be liable to pay the Charges for the remainder of the Minimum Period which would have been payable to us but for termination and these Charges will become immediately due and payable in full by you upon termination of the provision of the Service.

12.6 Supanet reserves the right to suspend, restrict, and/or terminate your access to the Service or any part of it if we believe your use of the Service causes or is likely to cause the whole or part of the Service to be interrupted, damaged, rendered less efficient or in any way impaired or contravenes the Acceptable Use Policy, any other obligation in condition 9 or the obligation in clause 3.1.

12.7 Following termination of the Contract/cancellation of your subscription to the Service for any reason we will stop providing the Service to you and, without prior notice:

12.7.1 remove your web site and delete any information held on it;

12.7.2 delete all web space provided to you as part of the Service and the content of that web space.

12.7.3 Unless you elect to transfer your domain to another host under clause 6.8 we will advise the Registrar of the Naming Organisation that we no longer host your domain which will result in your domain being de-tagged.

13. Warranties and Liability

13.1 We make no warranties (or promises) and accept no responsibility for the accuracy of any material, data or information provided to, access by or made available to you by any third party or regarding any goods or services purchased or obtained or any transactions entered into by you using the Service. We will use reasonable endeavours to ensure that any material data and information we provide will be accurate but do not promise that it will be complete, sufficient or error free.

13.2 Supanet does not seek to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from Supanet's negligence.

13.3 We will be liable to you for any direct physical damage to your property to the extent that it results from Supanet's negligence up to a maximum of £250,000 in respect of any one event or series of related events, up to a maximum of £500,000 in respect of any series of unrelated events which take place within a single calendar year.

13.4 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Supanet's liability in respect of direct loss suffered by you shall be limited to £250 (or in the case of a failure to re-register your domain name(s) by reason of Supanet's negligence £1,000) in respect of any one event or series of related events.

13.5 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Supanet will not in any event be liable for any loss or damage arising in connection with or arising out of the provision, functioning or use of the Service that was not reasonably foreseeable at the time the Contract was entered into and we shall not be liable for any other damages except as provided in the Contract.

14. Variations

14.1 We may make minor variations to these Conditions at any time by posting such variations on the Postboard. If we make any major changes to these Conditions we will notify you of the changes by email and, if you do not agree to be bound by the changes made you should notify Supanet in writing within two (2) weeks of the date we notified you of the change whereupon we will cancel your Contract and refund any pre-paid

Charges in respect of which, as a result of the cancellation, you will not receive the Service.

14.2 We may make changes to the Service at any time and will post details of any material changes on the Postboard. If your use of the Service is detrimentally affected by any such change, you may cancel your Contract immediately upon written notice to Supanet whereupon we will cancel your subscription to the Service and refund any pre-paid Charges in respect of which, as a result of the cancellation, you will not receive the Service.

15. Software and Intellectual Property Rights

15.1 We grant to you a personal non-transferable and non-exclusive licence to use exclusively in connection with the Service any software and documentation owned by Supanet and provided or made available for your use of the Service. This licence will cease immediately on termination of the Contract. If we supply you with software and/or documentation provided by a third party, you must use that software in accordance with the terms of software licence agreement supplied with it. you agree that you will abide by the terms of such licences. All rights in all software and documentation owned by Supanet remain the property of Supanet or its licensors.

15.2 Except to the extent permitted by law, you must not and must not permit any other person to copy, modify, alter or adapt any software or documentation provided by Supanet including, but not limited to, translating, decompiling, disassembling or creating derivative works.

15.3 you may not transfer, assign, distribute, rent, lend, sub-license or lease any software or documentation provided by Supanet.

15.4 you must keep confidential and protect the contents of any software or documentation provided by Supanet. This obligation of confidentiality and protection shall survive the cancellation of the Contract but shall not extend to any information which is in or comes into the public domain other than as a result of your breach of this clause 15.4.

15.5 Any addresses such as email addresses, IP addresses and domain names assigned to you by Supanet are and shall remain the property of Supanet. Unless we have agreed otherwise in writing, you will not be entitled to a dedicated IP address.

16 Technical Support

16.1 Supanet offers telephone technical support ("Technical Support") in respect of the Service. If you require Technical Support please contact Supanet Technical Support on: 0870 8303215

16.2 Technical Support is offered in respect of the following elements associated with the

Service:

- Set- up and configuration of the web- host
- Set- up and configuration of email services
- Set- up and configuration of Value Applications;
- Upload of pages to the web- host;

16.3 Technical Support is not offered in respect of the following elements associated with the service

- Web site design and authoring

General

17.1 Any particular right that you/we may have under the Contract will not affect any other right that you/we may have at law or under the Contract

17.2 If either you or we choose not to enforce or rely on any right that you/we may have under the Contract, you/we will not be prevented from relying upon that right should you/we choose to enforce or rely on it at a later date.

17.3 If a court or other regulatory body decides that any part of the Contract is not enforceable, the remaining parts of the Contract will still apply to your purchase of and Supanet's provision of the Services.

17.4 The Contract only gives rights to and places obligations upon you and Supanet. No other person or company has any rights under the Contract or may enforce it against either you or Supanet.

17.5 The Contract is governed by the relevant United Kingdom law (England and Wales, Scotland or Northern Ireland) and any disputes under it will be decided by the relevant courts of the United Kingdom.

17.6 Neither you or Supanet will be not liable for any failure or delay in performance of the Contract to the extent that such failure is due to circumstances beyond your/Supanet's reasonable control.

18 How to Give Notice

18.1 If either of us gives a notice to the other under the Contract (including, without limitation, to cancel it) this must be done in writing, either by email, delivery by hand or first class post, sent to the intended recipient at the following address:

18.1.1 To Supanet: at the postal address or email address shown on the Supanet web site or an alternative address which we may give you.

18.1.2 To you: at the postal or email address you specify when registering for the Service or an alternative address which you may give to Supanet, or at the email address provided to you as part of the Service.