

**Supanet Terms and Conditions
For Supanet Web Hosting Customers**

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 Supanet Ltd, company registration number 3995772, of Indigo House, Blackburn Road, Simonstone, Burnley, Lancashire, BB12 7NQ. Email: hosting@supanet.net.uk;

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

“**Support Service**” 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**

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- 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.
 - 2.2.2 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** agents 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**

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- 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.

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- 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 of 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**.

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- 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 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;

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- 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**.

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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 121 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 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, Supanet Limited, 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.

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- 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 consent 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

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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

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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

17 **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**.

27 October 2004

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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**.

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