

NorfolkBroads.com Ltd. - Terms and Conditions

These terms and conditions shall apply to the agreement between NorfolkBroads.com Ltd. and the individual or company ("You") applying for the provision of services by NorfolkBroads.com Ltd. The customer ("You") wishes to provide NorfolkBroads.com Ltd. with data that will be hosted on NorfolkBroads.com Ltd. 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 and must insert Your personal/company details and click the "I accept" button at the end of these terms. Only once this has been consented to will the order proceed. 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 NorfolkBroads.com 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 NorfolkBroads.com Ltd. or available from NorfolkBroads.com 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 NorfolkBroads.com Ltd. prices for each of the Services as available on NorfolkBroads.com Ltd. Website or from NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com Ltd. to supply.

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

"NorfolkBroads.com Ltd.' Website" The Website located at www.NorfolkBroads.com or such other address as may be adopted by NorfolkBroads.com 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 NorfolkBroads.com Ltd. Website at the time of the completion of an Order Form by You, NorfolkBroads.com Ltd. agrees to provide the Services.

1.2 Unless otherwise agreed in writing by NorfolkBroads.com 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, biannually or annually as indicated by NorfolkBroads.com Ltd. on the Order Form;

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

1.2.4 by BACS or WIRE transfers, whereby all transfer charges should be paid for by You and not NorfolkBroads.com 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,

NorfolkBroads.com 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 NorfolkBroads.com Ltd. subcontractors shall not give You any right to delay any payment to NorfolkBroads.com Ltd. or to make any claim whatsoever against NorfolkBroads.com Ltd.

1.5 If NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com Ltd. of any Service here under unless on account of breach of contract or negligence by NorfolkBroads.com 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 NorfolkBroads.com Ltd. to act on Your behalf in conjunction with the provision of the Services.

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

3.2.1 You must provide NorfolkBroads.com Ltd. with accurate details of Your e-mail and physical addresses and promptly notify NorfolkBroads.com 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 NorfolkBroads.com Ltd.

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

3.4 You hereby authorise NorfolkBroads.com 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 NorfolkBroads.com Ltd. is required so to do.

4. WARRANTIES AND LIABILITY

4.1 NorfolkBroads.com 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 NorfolkBroads.com Ltd. shall not be liable for any services or products to be supplied by any third party.

4.4 NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com 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, NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com Ltd. pursuant hereto.

4.9 NorfolkBroads.com 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 NorfolkBroads.com Ltd., regardless of the method of software installation.

5. TERMINATION

5.1 NorfolkBroads.com 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 NorfolkBroads.com 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, NorfolkBroads.com 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 NorfolkBroads.com Ltd. to have been committed; and

5.3 In the event that any of the circumstances identified in Clause 5.1 arises, NorfolkBroads.com 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 NorfolkBroads.com Ltd. for circumstances unrelated to those identified in Clause 5.1, You must provide to NorfolkBroads.com 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 NorfolkBroads.com Ltd. up to the date of termination.

5.6 In the event that the AUP is breached, NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com Ltd. , assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

7.5 NorfolkBroads.com 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 NorfolkBroads.com Ltd. carries out data backups for use by NorfolkBroads.com Ltd. in the event of systems failure. **NorfolkBroads.com Ltd. does not provide data restoration facilities for individual customers.** Even though every effort is made to ensure data is backed up correctly NorfolkBroads.com Ltd. accepts no responsibility for data loss or corruption.

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 NorfolkBroads.com Ltd. and the Client's obligations in relation thereto.

8.1 You recognise and accept that:-

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

8.3 Subject to Clause 8.17, the extent of NorfolkBroads.com 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, NorfolkBroads.com Ltd. will have no involvement in, or responsibility for Your use or retention of a domain name once registered;

8.5 Where You require NorfolkBroads.com Ltd. to enable a transfer of a domain name from the existing registrar to NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com 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 NorfolkBroads.com 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. NorfolkBroads.com 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 NorfolkBroads.com Ltd. that:-

8.14 All information provided by You to NorfolkBroads.com 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 NorfolkBroads.com Ltd. by fax or post on request).

8.18 NorfolkBroads.com 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 NorfolkBroads.com Ltd. is successfully completed. However, if for any reason beyond NorfolkBroads.com Ltd. reasonable control, the application or transfer is rejected or unsuccessful, NorfolkBroads.com 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 NorfolkBroads.com Ltd. will use its reasonable endeavours to provide these services as detailed on the pages referred to above, NorfolkBroads.com Ltd. is dependent on equipment provided by third parties and therefore outside of NorfolkBroads.com Ltd. control and to this extent, NorfolkBroads.com Ltd. is not liable for any, Downtime, interruption to or other problems with these services.

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

10.2 NorfolkBroads.com 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 NorfolkBroads.com 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, NorfolkBroads.com 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 Norfolkbroads.com 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 utilize the server resources, within reason, up to what is allotted or by what is physically available. If resources become scarce, Norfolkbroads.com 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 utilization. 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 Norfolkbroads.com Ltd..

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

12.1 Norfolkbroads.com 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 Norfolkbroads.com Ltd. may not use, or permit others to use, our network to partake in UCE distribution. Customers of Norfolkbroads.com 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, Norfolkbroads.com 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, Norfolkbroads.com Ltd. may, at its sole discretion, unilaterally restrict, suspend or terminate the violating customer's account. Further, Norfolkbroads.com Ltd. reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Norfolkbroads.com Ltd. will notify law enforcement officials if the violation is believed to be a criminal offence.

Duly agreed by the parties:

Signed for and on behalf of **NorfolkBroads.com Ltd.**

69 Blofield Corner Road Blofield Heath

Norwich

Norfolk NR13 4DG

UK

Name: Date:

Signed for and on behalf of Customer:

(Company Name)

Signature: Position:

(Print Name) Date:

Please print, sign and mail to

NorfolkBroads.com Ltd.

69 Blofield Corner Road

Blofield Heath

Norwich

Norfolk NR13 4DG UK