



TERMS and CONDITIONS of CONTRACT

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; as a result, Speedster-IT Ltd expressly disclaims any and all representations, warranties or guaranties that any given reader shall be able to access Speedster-IT Ltd's server or their own at any given time. Speedster-IT Ltd represents that it shall make every good faith effort to ensure that its Servers are available to as many viewers as possible and with as minimal interruption of service as possible; nevertheless, Speedster-IT Ltd cannot and does not warrant that the Servers are free of errors and inaccuracies, that use of the Servers will be satisfactory or uninterrupted or that the results obtained from such use will be adequate for the purposes intended by Customer.

WHEREAS, the signatory for the Customer expressly warrants that he/she has authority to enter into this Agreement on behalf of the Customer;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions

This agreement is made between Speedster-IT Ltd and or its subsidiaries (hereinafter referred to as the Company) and the company, entity or person who requests services or hardware and software (hereinafter referred to as the Customer).

2. General

These terms apply to all services and software supplied by the Company and in the case of Domain Name registrations the term, condition, policy or procedure of NOMINET UK shall prevail.

These terms and conditions are to protect by the Company and the Customer from irresponsible or illegal activities.

The Customer shall not permit or assist others to abuse or fraudulently use Company services and servers.

In the case of an individual Customer, you warrant that you are over 18 years of age.

If the Customer provides any information that is inaccurate, not current, false, misleading or incomplete the Company reserves the right to terminate this agreement, without refund, forthwith.

These terms may be amended by the Company without notice and it is the Customers responsibility to review these terms regularly. The Company will keep an up to date copy of the terms on its website at all times.

The signatory for the Customer expressly warrants that he/she has authority to enter into this Agreement on behalf of the Customer.

3. Hosting and Email

The Company is an information provider connected to the Internet. It offers data storage and transfer services over the Internet through access to its collection of computer and network systems, hereinafter collectively referred to as Web Servers. The company also provides dedicated hosting servers, owned by the Customer. The Company does not make any representation and gives no warranty as to the accuracy or quality of information contained on the Web Servers or dedicated servers.

Customers agree only to use the Web Site(s)/Servers for lawful purposes, and undertake that:

You will not upload, post, link or transmit

- i) Any material which is slanderous, trade libellous, threatening or harassing
- ii) Any material which is discriminatory
- iii) Any material which is unlawful, threatening, abusive, malicious, defamatory, blasphemous, pornographic or objectionable in any way.
- iv) Any virus, Trojan or other hostile computer program.
- v) Any bulk mailings whether opt-in or otherwise from our Servers.
- vi) Any files you store on the Servers will be reachable by a hyperlink from a page on your site.
- vii) Software downloads may only be hosted if you are the writer and copyright owner of the software. Freeware, Shareware and trial software is forbidden.
- viii) Audio, pictures and video downloads may only be hosted if you are the creator and copyright owner or have express permission from the creator and copyright owner of the work.
- ix) The Company reserve the right to remove any material which it deems inappropriate from its Servers without notice to the Customer. Any of the aforementioned material, files, mailings, downloads etc not deemed appropriate and removed by the Company may cause this contract to be terminated.

- x) The Company will use its best endeavours to ensure the integrity and security of its Servers but cannot guarantee that the Servers shall be free from unauthorised users or hackers and it shall be under no obligation for non-receipt of misrouting of email or for any other failure of email.
- xi) No more than one log-in session under any one account may be used at any time.

4. Domain Name Registration

The Company will process domain name requests using an approved registration authority such as but not limited to Nominet or Network Solutions. You should not assume registration has been made until you have received official notification. Any action before such notification is at the Customers risk.

Use of the domain name is subject to the terms and conditions of use of the Provider: the Company must ensure that it is aware of such conditions imposed.

The Company will not be liable for any claim against it in respect of failure to register or refusal to register a domain name.

No refunds can be given against the charge issued by the Company for registering domain names should they be refused.

The Company shall not be liable in anyway for disputes between Customers and third parties for the use of any domain names. It reserves the right to make representations to the relevant Registry but will not be party in any such dispute.

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and indemnify us.

5. Misuse

Customers will not use IRC and Web Proxy Scripts on our network, nor will they employ programs requiring excessive system resources, including but not restricted to processor cycles, storage space or memory.

6. Copyright

All rights to material supplied by the Company, including but not limited to software, PHP/ASP etc remain the property of the Customer.

Unless agreed beforehand no such material may be used without accreditation nor passed to third parties.

Nor must it be modified, altered, adapted in any way without the prior permission of the Company.

7. Software

Where software is supplied by the Company, it is provided on an "as is" basis and the Company grants a limited non-transferable licence to the Customer under the Company's copyrights, to download, install and use the software and to take a backup copy.

You may not, and may not permit others to use the software for product development or commercialisation for internal or external use without prior permission of the Company.

Nor may you distribute, deploy, provide copies of, rent, loan, lease, transfer or grant any rights in the software thereof in any form to any person.

Unauthorised use, reproduction or distribution of the Software, or any other failure to comply with the Misuse or Copyright provisions of these Terms and Conditions will result in automatic termination of this licence.

8. System Resources & Bandwidth Restrictions:

Customer acknowledges that the Company provides dedicated or shared access services dependant on customer specification.

We reserve the right to limit the system resources allocated to shared resources and bandwidth utilized by the Customer's web space to ensure system integrity and network stability, which may include restricting customer's access and use of their web space or programs within their web space.

9. Transferability

The services provided by the Company to the Customer do not extend to any other person, corporation or entity. Passwords to the Servers are not to be shared with outside parties.

10. Payment

Hosting, software licences and domain name registrations are due on receipt of invoices and the payment terms therein.

Web site design is paid for in two parts. The first part of 50% of the quoted price must be prepaid with the balance due on receipt of invoice following completion.

Renewal hosting will be invoiced up to 60 days prior to renewal and payable within 30 days of the invoice date.

You will be automatically charged at the end of the prepaid period as applicable, unless termination notice has already been given.

Invoices will have VAT added at the prevailing rate and will be sent electronically via email. A written copy may be available on request.

11. Security

Any attempt to violate the security, stability or integrity of the Company's servers or services is strictly prohibited and would lead to immediate termination of services.

12. Termination, Cancellations and Refunds

The Company reserves the right to suspend any or all of the services and/or terminate this Agreement if you:

- i) Fail to pay any sums due as they fall due
- ii) Break any of these Terms and Conditions
- iii) Are a company and go into liquidation, receivership or suffer any winding up petition
- iv) No refunds will be made for any suspensions made in accordance with this agreement
- v) The Company reserves the right to cancel the service at any time. In this event the Customer will be entitled to a pro-rate refund based upon the remaining period of prepaid services.
- vi) Upon cancellation for any reason the Customer will destroy or return all copies of software belonging to the Company. Any use of the software after cancellation will be unlawful.
- vii) During the first 14 days of services, the Customer is entitled to cancel any hosting plan and receive a pro-rata refund. Thereafter, no full or pro-rata refund will be made should you decide to cancel the hosting services.
- viii) Domain name registration fees, setup fees and additional or prepaid charges for Web design are not refundable.
- ix) Customers will not be entitled to a refund under the terms of 12(vii) if they have previously held an account with the Company.
- x) On termination of the services or contract the Company will be entitled to prevent access to the Customers website and/or Company servers. Email will be disconnected.
- xi) Customers can cancel the Services at any time due to Company negligence. To do so the request must be in writing including details of the agreed reason for cancellation. The Service will be cancelled within 2 working days from receipt of the agreed request. All outstanding fees must be paid in full. Cancellation without cause of the services or contract require full payment of all outstanding invoiced charges as well as the pro rata uninvoiced element of the remaining contract period. Any charges not paid will result in the Company holding a lien against any hardware or software owned by the Customer held or used by the Company until payment is made.
- xii) Where it has been arranged for clients to be invoiced in advance of the due date, the client must request cancellation prior to the issuing of the invoice.

13. Indemnification

You agree that you shall defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against the Company, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. You agree to defend, indemnify and hold harmless the Company against liabilities arising out of but not limited to:

- i) Any injury to person or property caused by any products sold or otherwise distributed in connection with the Company
- ii) Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party
- iii) Copyright infringement
- iv) Loss of profits, loss of contracts, cost of procurement of substitute products or any other direct, special, incidental, punitive, consequential or indirect damages, losses, costs or expenses of any kind arising from the supply or use of software or services, however caused and on any theory of liability (including without limitation negligence). This limitation will apply even if the Company or an authorized distributor has been advised of their possibility.

Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

In any event no claim shall be brought unless you have notified us of the claim in writing within 30 days of it arising.

14. Jurisdiction

This agreement shall be governed by English law within the jurisdiction of the English courts.

15. Agreement

This agreement supersedes any written, electronic, or oral communication you may have had with the Company or any agent or representative thereof, and constitutes the complete and total agreement between the parties. Should any provision of this agreement be determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable. By continuing to use the services provided by the Company you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

Your statutory rights are not affected.

June 2008.