

1. Interpretation

In this Agreement,

"WSS" means WebSight Solutions;

"Agreement" means these conditions;

"Customer" means the person named as such on the Proposal Acceptance and anyone reasonably appearing to WSS to be acting with that Customer's authority or permission;

"Service" or "Contract" means any service provided by WSS comprising the provision of web page site information and design, server capacity on the internet and, where applicable, any other services and facilities provided by WSS for the Customer in connection with the Service; "Proposal" means the document identifying the Service to be provided by WSS to the Customer and containing explanations and notes concerning the charges;

"Proposal Acceptance" means the WSS sign-off document accepting the Proposal provided by WSS to the Customer;

"Domain Name" means a name registered with an Internet registration authority for use as part of the Customer's URL;

"Information" means the visual, textual or other information created, published or otherwise made available (directly or indirectly) on the Internet using the Service;

"Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol");

"Web site & Documentation Acceptance" means the WSS document used by Customers accepting the Web site information and documentation provided by WSS to the Customer;

"Third Party information" means any visual, textual or other information not owned or generated by the Customer published on the web site established by the Customer on the Internet using the Service;

"URL" means a uniform resource locator, which is the full address for the Customer's web site on the World Wide Web and which incorporates the Customer's Domain Name

In the event of any conflict between the documents forming this Agreement, the documents will take the same order of precedence as that in which they appear in the definition of Agreement above.

2. Provision of the Service

- 2.1 WSS agrees to provide the Customer with the Service detailed in the Proposal on the conditions of this Agreement.
- 2.2 If the Service is to be provided by a date specified by the Customer or WSS, such date shall be treated as an estimate only and WSS does not accept any liability for any failure to meet the date.
- 2.3 It is technically impracticable to provide the Service free of faults and WSS does not undertake to do so. WSS will correct reported faults as soon as it reasonably can.
- 2.4 WSS does not provide any Customer with access to the Internet. This Agreement does not include the provision of any telecommunications service for Internet access and the Customer is responsible for providing a suitable PC, modem, and any other items of hardware, software and communications equipment necessary to access the Service.
- 2.5 WSS may publish components of the Service by agreements with Internet Hosting organisations. WSS is not responsible for the service or levels of performance provided by these facilities.

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- 2.6 The design, layout, and style of any web site created by WSS remains the copyright of WSS, unless a detailed specification of the required web site including artwork are provided by the client. It is a breach of copyright for any client to attempt to download WSS created web site material and then republish without the written consent of WSS.

3. Charges

- 3.1 The Customer agrees to pay all charges for the Service as specified in the Proposal.
3.2 Charges are payable in advance unless specified differently in the Proposal. Unless WSS notifies the Customer to the contrary, the Customer's liability for charges will stand from completion of the Proposal Acceptance document.

4. Use of Service

- 4.1 The Customer warrants that any information provided to WSS is accurate and will not include any information or material, any part of which, or the accessing of which would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained.
- 4.2 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or WSS and which relate to the provision of Information.
- 4.3 The Service must not be used:
- 4.3.1 fraudulently or in connection with a criminal offence;
 - 4.3.2 to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
 - 4.3.3 to cause annoyance, inconvenience or needless anxiety;
 - 4.3.4 to send or provide unsolicited advertising or promotional material;
 - 4.3.5 or other than in accordance with the acceptable use policies of any connected networks and the Internet Standards.
- 4.4 The Customer must not request a Domain Name or URL which infringes the rights of any person in a corresponding trade mark or name, whether in statute or common law.
- 4.5 The Customer must ensure that a contact name, telephone number and electronic mail address are included in clear and legible form on its web site for receipt of any enquiries or complaints that may arise in relation to Information, Third Party Information or other material published on the web site. WSS reserves the right to disclose to any person with an enquiry or complaint the contact name, telephone number and electronic mail address if such person cannot locate these details on the Customer's web site.

5. Breaches of the Agreement

- 5.1.1 If the Customer:
- (a) does not pay any charge within 28 (twenty-eight) days of it falling due; or (b) commits a breach of this Agreement and if it is possible to remedy, fails to remedy the breach within a reasonable time of written notice to do so or if it is not possible to remedy the breach; (c) or the customer terminates or fails to deliver materials/files for the contract
- 5.2 If WSS believes the Service is being used in a manner prohibited under paragraph 6 even if the Customer is unaware that the Service is being used in such a way, WSS can terminate this Agreement or suspend the Service or any part of the Service (or both) without notice, and claim for the resulting losses or expenses. If WSS suspends the Service under this paragraph, WSS can refuse to restore the Service until WSS receives an acceptable assurance from the Customer that there will be no further breach of this Agreement.

- 5.3 WSS can also terminate this Agreement if the Customer is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of its assets are the subject of any form of seizure or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.
- 5.4 On termination under paragraphs 8.1 or 8.2, the Customer shall pay to WSS all charges which are due for the Service under this Agreement, including any unpaid charges for the remainder (if any) of any defined Service period.
- 5.5 The Customer will remain liable to pay all charges that are due for the Contract during any period in which the Customer does not comply or terminates this Agreement. No deposit refund will be given.
- 5.6 If WSS waives a breach of this Agreement by the Customer, that waiver is limited to that particular breach. WSS's delay in acting upon a breach is not to be regarded in itself as a waiver.

6. WSS's Liability

- 6.1 WSS's duty in performing any obligation under this Agreement is only to exercise the reasonable skill and care of a competent Internet author/service provider.
- 6.2 The Customer accepts that WSS is under no obligation to monitor or approve Information and Third Party Information and that WSS does not examine the use to which customers put the Service.
- 6.3 WSS excludes all liability of any kind for all material comprising Information or Third Party Information and is not responsible for the provision or delivery of any goods and services (including Information) advertised, sold or otherwise made available by means of the Service.
- 6.4 WSS is not liable to the Customer either in agreement, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including Internet registration authorities) or for faults in or failures of their equipment.
- 6.5 WSS is not liable to the Customer either in agreement, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for any indirect or consequential loss whatever.
- 6.6 Each provision of paragraph 10 limiting or excluding liability operates separately. If any part is held unreasonable or inapplicable in any circumstances the other parts shall continue to apply.

7. Indemnity

- 7.0 The Customer must indemnify WSS against any claims or legal proceedings that anyone (other than the Customer) threatens or makes against WSS because of the way the Service is used or because the Service is faulty or cannot be used.

8. Domain Name Registration

- 8.1 The Customer warrants that it is the owner of, or that it is duly authorised by the owner of, any trade mark or name that it wishes to register as its Domain Name and use as part of its URL.
- 8.2 Unless otherwise agreed, WSS will undertake Domain Name and URL registration on behalf of the Customer with the appropriate Internet registration authorities. The Proposal will indicate whether WSS includes the payment of all fees to the Internet registration authorities associated with registration and maintenance of its Domain Name and URL within the definition of the Service.
- 8.3 The Customer acknowledges that WSS cannot guarantee that any Domain Name or URL requested by the Customer will be available from or approved for use by the Internet registration authorities.
- 8.4 WSS reserves the right to require the Customer to select a replacement Domain Name or URL and may either refuse to provide or may suspend Service if, in WSS's opinion, there are reasonable grounds for WSS to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the provisions of paragraph 4.4.
- 8.5 WSS reserves the right to levy an administration charge for domain IPS TAG or name server transfers of £30 for each domain transferred. Transfers will be made on receipt of payment.

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9. Export Control

- 9.1 The Service may comprise software, services, technical information, training materials or other technical data which, because of their origin or otherwise are subject to the United States of America's export control regulations or the laws or regulations of another country. In such case, provision of the Service will be conditional on obtaining and maintaining all necessary consents. The Customer agrees to provide WSS with reasonable assistance to indicate such requirements and to obtain such consents.
- 9.2 The Customer agrees to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if the Customer intends at any time to re-export any items of US origin to any proscribed destination.

10. Entire Agreement

- 10.1 This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all previous written or oral agreements relating to it.
- 10.2 The parties acknowledge and agree that:
 - 10.2.1 they have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - 10.2.2 in connection with this Contract, and except in the case of fraud, their only rights and remedies in relation to any representation, warranty or other assurance shall be for breach of the terms of this Agreement and that all other rights and remedies are excluded.

11. Partner Companies

- 11.0 By agreeing to these Terms and Conditions you are agreeing to the Terms and Conditions of NewNet plc. Easyspace Ltd. CentralNIC Ltd. Net Registrar Ltd. and Nominet UK, as described on each individual organisations web site, if applicable. If other domains or services are required you maybe subject to the service providers Terms and Conditions also. Further details are available on request.

The organisations above are entitled to discontinue services, provided to our users, by them if their Terms and Conditions are breached.

12. Law

This Agreement is governed by the laws of England and Wales.

If you have any questions please contact support@websight-solutions.com