

Version: 01/01/2004

All Users of services provided by Purple Squared Limited, by use of such services, accept the terms of business set out in the form of the service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

NOTE: Spamming, or the sending of unsolicited email from a Purple Squared Limited server or using an email address that is maintained on a Purple Squared Limited machine or advertising a website that is hosted on the Purple Squared network is STRICTLY PROHIBITED. See subclause 3.7 for more details.

This Agreement is made between Purple Squared Limited of 48 Queens Road, Kenilworth, Warwickshire, CV8 1JS ("we") and the user:

Name:

Of:

_____ ("you").

The Date of this Agreement is:

_____ / 20____

The following constitutes the terms and conditions under which Purple Squared Limited trades and supplies its services and related products. These conditions, in conjunction with the details as shown on the Purple Squared Limited order form (where completed) represent the totality of the agreement and form the Contract between Purple Squared Limited and the User. For the avoidance of doubt this does not affect your statutory rights as a consumer.

Any agreed variation or alteration to part of these Terms and Conditions as annexed to this Contract will not invalidate the remainder or whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. Purple Squared Limited is entitled to suspend services if the User does not adhere to any or several conditions on this Contract.

1. DEFINITIONS

In this Contract unless the context otherwise requires:

"Service" or "Services" means domain name registration, Virtual Server hosting, Web Space hosting, bandwidth provision, email and any other service or facility provided by us to you including specifically but not exclusively the services named "Personal Suite", "Business Server", "Professional Server" and "Commercial Server".

"Server" means the computer server equipment operated by us or provided by you in connection with the provision of Services;

"Virtual Server" means the area on the Server allocated by us to you for use by you as a site on the Internet;

"Web Space" means the area on the Server allocated by us to you for use by you as a site on the Internet;

"Registry" means the system that domain names are held by Purple Squared. Registry can also be used to describe other providers domain name system.

"Registrar" means the company or person that owns or controls a registry system for domain names.

"Purple Squared" means Purple Squared Limited, incorporated in England, company number 3850255, registered office: 48 Queens Road, Kenilworth, Warwickshire, CV8 1JS;

"Contract" means the contract between Purple Squared and the User incorporating these conditions, the Purple Squared Order Form (where completed) and Purple Squared's published charges for the provision of its services. References to "Agreement" shall where the context admits, be read as referring to the Contract;

"Charges" means the charges as agreed on the Order Form (where completed) and Purple Squared's latest published prices for products and services requested or incurred during the Contract period;

"bandwidth" means the allocated transmission capacity, measured in bits per second, of the network connection as specified in the Contract;

"data transfer" means all traffic that passes through the Server including specifically but not exclusively web traffic, Email, FTP transfers and any Telnet session data;

"Site" means the premises or location at which Service is or is to be provided under the Contract;

"Equipment" means equipment which is supplied by or on behalf of Purple Squared to the customer or placed at or on a Site for purposes of providing Service;

"Internet" means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol) Internet Standards mean the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any future such protocols and standards appropriate;

"User" means you, the customer, or any person who makes use of the services through you or on behalf of you;

"Initial Contract Term" means the initial period of services as specified in clause 7;

"Extension Term" means each successive period of twelve months after the initial contract term.

"Support Request" means the accepted method in which a Customer may request the modification, addition, deletion of any service or the reporting of a fault of any service that Purple Squared provides.

"Secure Online Control Centre" or "Online Control Centre" or "Control Centre" means the secure location of the Purple Squared website that allows Customers to add, modify or delete any service that Purple Squared provides or to report any faults or errors to any department of Purple Squared. This is located at <http://control.purplesquared.co.uk/>

2. DOMAIN NAME REGISTRATION AND RELATED SERVICES

2.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your own risk;

2.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. For UK domain names you must make yourself aware of the Terms and Conditions of Nominet UK which can be found at <http://www.nominet.org.uk/ref/terms.html>. You shall have no right to bring any claim against us in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name;

2.3 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations

to the relevant naming authority but will not be obliged to take part in any such dispute;

2.4 Purple Squared shall be entitled to withhold the release of any domain name to another provider or "tag holder" unless full payment of all amounts due to us at the time for whatever reason has been received by us;

2.5 We give no warranty that your domain name is or will continue to be available for use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects use of your domain name;

2.6 New domain names will not be registered to anyone until we have received full payment for that domain name or services associated with the registering of domain names;

2.7 We will not renew any domain names associated with any Customer unless we have received written notice that we are to do so by the registrant or Customer associated with the domain names. By giving us written notice you are stating that you will pay the fees associated with renewing the domain names. If payment is not received on or before the renewal date we reserve the right not to renew the domain names;

2.8 While we may from time to time send email notices reminding you of the renewal of your domain names, we are under no obligation to do so. We are also under no obligation to invoice you for the renewal of your domain name should we not receive a notice of your wish to renew your domain name;

2.9 Requests for transfer of your domain names from our Registry to another, or the modification of your domain names services, will only be accepted if received in the agreed secure methods as specified in Clause 13;

2.10 Requests for transfers of your domain name(s) from another Registry to ours will only be accepted if received in the agreed methods and once full payment, if required, has been received. If we have not received payment for the transfer of a domain name from another Registry to ours and the transfer is complete you agree that we may disable access to that domain name and/or send it back to the original registrar;

2.11 Upon successful registration or transfer of your domain name(s) to our registry we will assign ourselves as the Administrative, Technical and Billing contact or the equivalent;

2.12 You will not use the services associated with domain name registration in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

This includes using forwarding to link or post:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) any material containing a virus or other hostile computer program;

(c) any material which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction. Your attention is drawn to the provisions of subclause 9.3 below;

3. VIRTUAL SERVER HOSTING, DEDICATED SERVER HOSTING AND EMAIL

3.1 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server;

3.2 You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server;

3.3 You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that:

3.3.1 you will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so;

3.3.2 you will not post, link or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) any material containing a virus or other hostile computer program;

(c) any material which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction. Your attention is drawn to the provisions of subclause 9.3 below;

3.4 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information;

3.5 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers;

3.6 You shall procure that all Email is sent in accordance with applicable legislation (including data protection legislation) and a secure manner;

3.7 The sending of unsolicited email using an email address or computer hosted on the Purple Squared network or advertising a domain name or web site hosted on the Purple Squared network is strictly prohibited. If we receive reports that you have been sending unsolicited email you will be required to provide us with undisputable evidence that you have obtained the reporters email address legitimately. This may include:

(a) a submitted online form that clearly shows the reporter has submitted their email address to you for use in advertising. This online form must record the date, time and IP address of the user submitting their details to you or keep a record of an email sent confirming their wish to receive advertisements;

(b) a completed offline form that clearly shows the reporter has submitted their email address to you for use in advertising;

(c) a purchased mailing list showing the reporters email address, where the list was purchased from and how the email address(es) was added to the list;

Failure to produce satisfactory evidence will result in the immediate suspension of all services until we receive adequate notice that no further reports of unsolicited email will be received;

3.8 In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years;

3.9 Any access to other networks connected to Purple Squared must comply with rules appropriate for those other networks;

3.10 While we will use every reasonable endeavour to ensure the integrity and

security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers or from corruption by virus and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email or damage to data or operations;

3.11 Customers applying for the "Personal MVS" Virtual Server hosting service will at all times be subject to system restrictions as detailed on our website from time to time, including specifically, but not exclusively, a limit of no more than 25MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Personal MVS" Virtual Server hosting includes 250MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.12 Customers applying for the "Business MVS" Virtual Server hosting service will, at all times, be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 50MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Business Server" Virtual Server hosting includes 500MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.13 Customers applying for the "Professional MVS" Virtual Server hosting service will, at all times, be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 100MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Professional MVS" Virtual Server hosting includes 1,000MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.14 Customers applying for the "Business VS" Virtual Server hosting service will at all times be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 250MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Business VS" Virtual Server hosting includes 2,500MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.15 Customers applying for the "Professional VS" Virtual Server hosting service will at all times be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 500MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Professional VS" Virtual Server hosting includes 5,000MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.16 Customers applying for the "Commercial VS" Virtual Server hosting service will at all times be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 1,000MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Commercial VS" Virtual Server hosting includes 10,000MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.17 Customers applying for the "Professional DS" Dedicated Server hosting service will at all times be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 2,500MB of data storage space unless otherwise stipulated on

our Web Site or by email communication to the customer. "Professional DS " Dedicated Server hosting includes 25,000MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.18 Customers applying for the "Commercial DS" Dedicated Server hosting service will at all times be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 5,000MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Commercial DS " Dedicated Server hosting includes 50,000MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.19 Customers applying for the "Corporate DS" Dedicated Server hosting service will at all times be subject to system restrictions as detailed on our Web Site from time to time, including specifically, but not exclusively, a limit of no more than 10,000MB of data storage space unless otherwise stipulated on our Web Site or by email communication to the customer. "Professional DS " Dedicated Server hosting includes 100,000MB of data transfer per month. Additional data transfer usage will be charged at current published prices;

3.20 Customer applying for the "Custom DS" Dedicated Server hosting service will at all times be subject to system restrictions as detailed on the Order Form where completed including specifically, but not exclusively, a limit of your specified data storage space in MB. "Customer DS" Dedicated Server hosting will include a set amount of data transfer as specified by the User on the Order Form where completed. Additional data transfer usage will be charged at the current published prices;

3.21 Customers upgrading or downgrading an existing account will not be allowed to maintain use of the previous account after upgrading or downgrading has been completed.

3.22 The 30 day money back guarantee gives the customer the right to cancel their hosting service during the first 30 days and receive a refund under the following terms:

- (a) a refund is only available for the first 30 days of service. This 30 day period commences on the day we send a confirmation email that states the hosting service has been created;
- (b) any requests to cancel the hosting service after the first 30 days of service will not be accepted unless the request is after the initial contract term (see clause 7);
- (c) the amount refunded will be equal to the amount paid for the hosting service only. Other amounts paid for extra services is non-refundable. Extra services include but is not limited to domain name registration, secure server certificates, additional IP addresses, unique nameservers and Spam Trap email accounts;
- (d) you are liable to pay any excess bandwidth charges brought upon the account even if the hosting service has been or is due to be cancelled under the 30 day money back guarantee offer;
- (e) we reserve the right to withhold or cancel any domain name registered as free that is associated with the account being cancelled under the 30 day money back guarantee unless you are willing to pay our currently published registration cost;

3.23 Customer applying for a hosting service will be entitled to register a free domain name. The free domain name is available under the following

conditions:

- (a) there is a limit of one free domain name per hosting service;
- (b) we reserve the right to register the free domain name under our ownership;
- (c) you must specify the free domain name you require at the time of order. Any request for applications of a free domain name after the associated hosting service is created will not be accepted;
- (d) free domain names registration is subject to availability;
- (e) if you have cancelled the hosting service and you wish to retain the domain name after it has expired, you will have to pay the currently published renewal fee;
- (f) transferring the free domain name away from us will remove our obligation to provide you with that domain name for free; you will be responsible for paying the fees incurred from the gaining registrar, if any;

3.24 The Emergency Pager Service applies only to customers with a virtual and dedicated server. The ability to use this option will only become available if you have a virtual or dedicated server associated with your account. The following policy applied to the Emergency Pager service:

- (a) do not use the Emergency Pager Service during opening hours. A telephone call or high priority support request to the relevant department is sufficient. Doing so will be considered abuse of the service;
- (b) do not use the Emergency Pager Service if the resolution is available by reading the online support documentation that we provide. Doing so will be considered abuse of the service;
- (c) do not use the Emergency Pager Service to notify us of any issues that could wait until the next working day. These issues include but are not restricted to a fault with the secure Online Control Centre billing or order system, domain name transfer, registration or renewal issues, anything that is covered in our online support documentation, any possible errors that may occur that we have already notified you about either by email or in the news section of your control centre, any website scripts uploaded or installed, any functions on the server that have not been installed if we were not requested to install them, email or web forwarding issues and any issue that can have a temporary resolve until the next working day. Please note that abuse of the Emergency Pager Service is decided by the support engineer responding to the page request and therefore some issues may not have been outlined here;
- (d) abuse of the Emergency Pager Service will result in a charge of £25+VAT being placed on your account. Constant abuse of the service will result in the withdrawal of the Emergency Pager Service from your Secure Online Control Centre;
- (e) you are required to take all reasonable steps to ensure that the problem you may report is not as a result of a fault with any of your computer equipment or your ISP;

4. WEB SITE DESIGN

4.1 The final specifications of the website will be outlined in writing and will be made available to Purple Squared Ltd before work commences.

4.2 Any changes to the final specification of your site shall be made known to us in the form of writing. Work shall not commence on these changes until Purple Squared has notified the customer that it agrees to do so. A new

contract may be required if the changes submitted are significant. This contract may be cancelled should Purple Squared Ltd not agree to the changes submitted.

4.3 Purple Squared Ltd endeavour to make the website fully functional as outlined in your final specifications, however, we cannot guarantee that your site shall be fully functional on all website browsers and operating systems. The website shall be checked using the systems that Purple Squared Ltd have available at that time. If the website is required to be functional on a specific browser or operating system you may be required to provide Purple Squared Ltd with the hardware or software to do so.

4.4 All work carried out on the website is kept confidential and shall be uploaded to a temporary password protected directory. The username and password is supplied to the account holder only. We will not be responsible for access by anyone other than the account holder.

4.5 All content, design and work regarding the website shall remain the property of Purple Squared Ltd until full payment has been received and cleared. Purple Squared Ltd reserves the right to use any methods of design (including but not limited to HTML, Java, PHP) on other work.

4.6 A deposit shall be required before work can commence on the creation of your website. This may be between 25% and 50% of the agreed quote. An invoice for the deposit will be sent to you once this contract has been signed and received by Purple Squared Ltd.

4.7 You agree to pay the charges as outlined within the quote sent to you in writing on an earlier date. You are aware that the quoted price is an estimate only and may differ from the final price. If the final price total exceeds 15% of the estimated price total, you have the right to cancel this contract.

4.8 Any changes that are required once the website has been completed are charged at the currently published hourly rates. There is a minimum charge of 1 hour. However, any changes that are required once the website has been completed that are due to mistakes made by Purple Squared Ltd shall not be charged at our discretion.

4.9 Purple Squared Ltd shall not be held responsible for the traffic to your website or lack thereof. We will not be liable for actions carried out by website visitors.

4.10 Purple Squared Ltd shall not be held responsible for any material that is found on your website to be unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way, any material that contains a virus or other hostile computer program, any material which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction during or after work under this contract.

4.11 Our Search Engine Submission Service, if included within this agreement, does not guarantee you a position in the relevant Search Engine(s) unless otherwise stated in writing

4.12 The Customer reserves the right to cancel this agreement as outlined in the above clauses. All payments made to Purple Squared Ltd for domain name registration(s) and website design deposits will not be refunded. All design work will remain the property and copyright of Purple Squared Ltd. Any similarities found to future websites owned by the customer to work carried out

by Purple Squared Ltd will become the knowledge of our solicitors and further action will be taken.

5. RESELLING

5.1 If you are or become a reseller of our Services you will continue to be bound by these terms and conditions; you will be responsible for ensuring that your customers are bound by terms and conditions that adequately reflect and give effect to these terms and conditions;

5.2 You shall not incur or purport to incur on our behalf any liability nor in any way pledge or purport to pledge our credit or to make any contract bindings on us;

5.3 You may resell the Purple Squared Service provided that you have paid our Charges and that you do so based on your own technical and legal responsibility and never sell bandwidth or speed of Service greater than that you have contracted to purchase from Purple Squared. Furthermore, you must not purport or claim that the resale is a resale of the Purple Squared Service. You will hold Purple Squared indemnified against any claims from a party to whom you have resold and will ensure that your own terms and conditions in any resale Contract include and comply with the provisions of this agreement. If Purple Squared agrees any change in Service this Contract is to be treated as varied accordingly;

5.4 No default by your customers shall in any way affect, modify or limit your obligation under the Contract;

6. PURPLE SQUARED SERVICE

6.1 Connection to the Purple Squared Service is via a fixed telecommunications link or dial up connection. This Contract, unless specifically stated on the order form does not include the provision of telecommunications services necessary for connection to the Purple Squared Service;

6.2 Requests relating to the provision of Service are, unless otherwise agreed to be or made in the methods as outlined in clause 13;

6.3 Purple Squared will use all reasonable endeavours to adhere to any dates proposed by either Purple Squared or you for the provision of Service, however any such date is to be treated as an estimate only and Purple Squared accepts no liability for failure to meet such dates;

6.4 Purple Squared will use all reasonable endeavours to provide a reliable Service, however it is not practicable to provide such a Service free of faults and Purple Squared does not undertake to do so. In the event of a fault in Service, you must report the fault by submitting a Support Request through the Secure Online Control Centre. Should the Secure Online Control Centre be unavailable to you for any reason we will accept an email or telephone call at the appropriate numbers or addresses or other such numbers or addresses that Purple Squared may from time to time provide. Upon receipt of the fault report, Purple Squared will take all proper steps without undue delay to correct the fault. Purple Squared shall not, in any event, be liable for interruptions of Service or downtime of a Server;

6.5 Purple Squared may:

(a) temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Purple Squared's service, generally without notice. Purple Squared undertakes to use reasonable endeavours to restore Service as

soon as practicable after any such suspension;

(b) give or update instructions regarding the use of Service which Purple Squared's reasonable opinion is necessary in the interests of safety, or to maintain or improve the quality of Service to Purple Squared's customers and any such instructions shall whilst they are in force, be deemed to form part of this contract;

(c) vary the technical specification of Service for operational reasons;

6.6 It may be necessary from time to time for maintenance of Virtual Server or Dedicated Server host servers. In this case the customer shall be notified of this maintenance by posting within the Secure Online Control Centre or email. In the case of regular maintenance, notice will be given at least 48 hours in advance. Urgent, unforeseen maintenance notice shall be given as soon as possible.

6.7 The Customer is solely responsible for providing Purple Squared with accurate and current contact information for the Customer's designated points of contact. Purple Squared will be relieved of all its obligations in this agreement if Purple Squared's contact information for the Customer is out of date or inaccurate due to the Customer's action or omission or if Purple Squared's failure is due to reasons of Force Majeur or other circumstances beyond Purple Squared's reasonable control as defined in clause 14 of these terms.

7. COMMENCEMENT AND INITIAL PERIOD OF SERVICE

The Service shall be for an initial period as specified on the Order Form (where completed). The Service, unless otherwise agreed on the Order Form (where completed), shall be provided for an Initial Contract Term of twelve months. The Initial Contract Term shall commence upon connection. Connection shall be deemed to be effected when the link is first live to the your Site or other such point as requested by you, to the Purple Squared network.

8. BANDWIDTH AND DATA TRANSFER UTILISATION

8.1 If the data transfer exceeds the agreed quota in a one month minimum period, you agree to pay excess charges at the currently published price;

8.2 You agree that the data transfer allowance is a guideline to acceptable use only and is not an imposed limit; Your data transfer may exceed your agreed allowance by any amount at any time;

8.3 It is the responsibility of the customer to note their own usage of data transfer through the Secure Online Control Centre. We are under no obligation to do so on behalf of the customer or to warn them of exceptionally high usage.

9. CONTENT AND MISUSE

9.1 You will use all reasonable endeavours to ensure that the Purple Squared Service is used or includes content that conforms to the laws of this country (Great Britain) and will not knowingly permit any illegal use or such use that will bring Purple Squared into disrepute;

9.2 You must not, nor must any other person use the Service to send or receive any material which is offensive, abusive, indecent, obscene, pornographic or menacing, or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety, or in

breach of any provisions as contained within clauses 3 and 5 of this Contract, or any other that in conformance with the acceptable use of policies of any connected networks and the Internet Standards;

9.3 Purple Squared may discontinue Service immediately if the User is found to have carried out or permitted any illegal or disreputable use that is prohibited by these terms. If Purple Squared suspends service for contravention of the above conditions of this clause, Purple Squared can refuse to restore Service until it receives an acceptable assurance from the User that there will be no further contravention;

10. CHARGES AND PAYMENT

10.1 All payments must be in UK Pounds Sterling in the methods outlined as acceptable on our website or on the invoice no later than 14 days from the "Invoice date" and not the "Tax Point";

10.2 If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25;

10.3 All Charges payable by you for the Service shall be in accordance with the scale of charges and rates published from time to time by us on our Website or on the Order Form (where completed) and shall be due and payable in advance on our service provision. Charges are exclusive of 'Value Added Tax' which shall, if applicable, be paid additionally by you at the rate prescribed by law on submission by us of a proper VAT invoice;

10.4 All Charges unless otherwise agreed are payable in advance. Unless otherwise specified and agreed, setup and installation charges are payable on order. Purple Squared agrees to be party to this Contract upon Purple Squared's acceptance of cleared funds covering first invoice or the first payment under the Order Form (where completed). Recurring charges are payable on connection as defined in subclause 6.1 of this agreement and thereafter on or before the same day (the due date) of all subsequent months under the minimum Contract term. If payment is not received on or before the due date Purple Squared reserves the right to immediately withdraw, suspend or limit service and will charge the User a failure fee of 3% of the amount overdue per month;

10.5 Without prejudice to your other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Service to you with or without notice;

10.6 If suspension of service occurs for any reason you will be liable for a "reconnection" charge of £25;

11. DEFAULT

11.1 If you: do not pay the charges in accordance with the provisions of clause 10 of this Contract, or break this contract in any other way; or are subject to bankruptcy or insolvency proceedings; Purple Squared can (without prejudice, losing or reducing any other right or remedy) suspend Service, wholly or partially, without notice (but the User remains liable to pay rental during the suspension), or terminate this Contract by immediate notice, without prejudice to Purple Squared's pre-existing rights;

11.2 Bankruptcy or insolvency proceedings means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any

composition or arrangement with creditors or an assignment for the benefit, any execution, distress, diligence or seizure: or if the User is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed;

11.3 You continue to be liable to pay all charges which are due for Service during any period in which you do not comply with this Contract;

11.4 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data allocated on it. We shall be entitled to delete all such data we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we see fit;

11.5 For so long as any sum due to Purple Squared hereunder is unpaid or any other amount is due to or properly claimed by Purple Squared from you for services or goods supplied or for any other reason, whether pursuant to these terms or otherwise, Purple Squared shall be entitled to retain any property owned by you or lawfully in your custody or possession and which is held by Purple Squared or its agents until such time as all amounts due to Purple Squared are paid and/or any issue you and Purple Squared is determined.

11.6 If Purple Squared waives a breach of Contract by you, that waiver is limited to the particular breach. Any delay by Purple Squared in acting upon a breach is not to be regarded in itself as a waiver;

12. TERMINATION OF SERVICE

12.1 This Contract may be terminated by either party on giving at least 30 days written notice to the other expiring on the last day of the Initial Contract Term or at any time thereafter. If Purple Squared gives notice you shall pay all charges up until 30 days after the date Purple Squared receives the notice or until expiry of the notice, whichever is the latter.

12.2 Purple Squared reserves the right during the minimum Contract term to terminate this Contract by giving you not less than 30 days prior written notice of termination.

12.3 After the expiry of the Initial Contract Term and/or during the Extension Term you may terminate the Service by giving not less than 30 days prior written notice of termination.

12.4 Your notice does not avoid any other liability for Service already provided.

12.5 The Contract is a yearly contract and if you continue Service beyond your Initial Contract Term you will be liable to pay for the remainder of the then current Extension Term even though Service ends before the end of the Extension Term.

12.6 The Customer may cancel their mini virtual server or virtual server package during the first 30 days of the Initial Contract Term. All monies refunded will be for this hosting service only.

12.7 Domain Name transfer requests away from Purple Squared Ltd to another provider does not cancel or initiate the request to cancel any other service you may have with us at the time;

13. NOTICES

13.1 Any notice to be given either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in the Agreement or the Order Form or such other address as such party may from time to time have communicated to the other in writing;

13.2 Notices sent by email shall unless the contrary is proved be deemed to be received on the day it was sent;

13.3 Notices sent by fax shall be deemed to be served on receipt of an error free transmission report;

13.4 Notices sent by recorded delivery shall be deemed to be served two days following the date of posting;

13.5 We reserve the right to not accept notices sent by email that include the request to amend, cancel or add services or details on your account unless electronically signed as we cannot authenticate the origin of such a request. Requests of this nature will only be accepted if received using the following methods:

(a) As a support request using the Secure Online Control Centre;

(b) As a written notice by fax. This notice must include your full contact details as we will have them on record and be signed by the account holder;

(c) As a written notice by recorded delivery. This notice must include your full contact details as we will have them on record and be signed by the account holder;

14. MATTERS BEYOND PURPLE SQUARED'S REASONABLE CONTROL

Purple Squared is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeur such as war, civil disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, and failure by other service providers including failure of the worldwide web and any and any Internet service provided which the Company provides or other unforeseen failure in the Company's computer system such that they are unable through any unforeseen act or event to provide the services.

15. LIABILITY

15.1 You acknowledge that Purple Squared has no control over the information transmitted via the Service and that Purple Squared does not examine the use to which you put the Service or the nature of the information you are sending or receiving. Purple Squared hereby excludes all liability of any kind for the transmission or reception of information of whatever nature;

15.2 Purple Squared undertakes no liability whatsoever for the acts or omissions of other providers or telecommunication service or for faults in or failures of their apparatus;

15.3 Purple Squared is not in any way liable in contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

15.4 Purple Squared makes no warranty as regards to its Services or equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong

or non deliveries and Service interruptions.

15.5 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 15.6.

15.6 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

15.7 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising 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.

15.8 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

16. INDEMNITY

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Serviced by us to you and your use of the Service and the Server including, without limitation, all claims, actions, proceeding, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), however suffered or incurred by us in consequences of your breach or non-observance of this Agreement;

17. INTELLECTUAL PROPERTY RIGHTS

You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Service, including without limitation, clearance and/or consents in respect of your proposed domain name;

18. ASSIGNMENT

You may assign all or part of this Contract to any other party only with the prior written agreement of Purple Squared. Purple Squared reserves the right to assign all or part of this Contract at any time to any subsidiary or associate company of Purple Squared.

19. LAW

The Agreement shall be governed by and constructed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

20. HEADINGS

Headings are included in the Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

21. ENTIRE AGREEMENT

These terms and conditions together with any documents already expressly referred to in them together with any statements or representations made by employees of Purple Squared, contain the entire Agreement between us

relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

FOR THE USER:

Position:

Signature:

Name:

Date:

FOR PURPLE SQUARED LTD:

Position:

Signature:

Name:

Date:
