

Terms and Conditions

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Please take time to read the terms and conditions ("the Terms") outlined in this document before completing an order form. These terms shall apply to the contractual arrangement between yourself and us:

JAB Web Solutions Limited
(www.jabwebsolutions.co.uk)
Suite 145, 61 Wellfield Road
Roath, Cardiff
Mid-Glamorgan
CF24 3DG

and are accepted by you by completing the Order Form ("The Agreement").

1 Definitions

1.1 The following words and expressions shall have the following meanings:-

"Agreed Period"

Means the period from the date of acceptance of these Terms pursuant to clause 2 and unless otherwise terminated under clause 11, continuing thereafter for the period to be determined by reference to the Domain Package specified in the Order Form submitted by you;

"Annual Fee"

Means the annual fees payable by you for the Domain Services, Hosting Services, Domain Package or Hosting Package (as the case may be) as specified on the Site at the time of the relevant Order Form during the relevant Initial Term and at the commencement of the Renewal Term as may be amended from time to time by us;

"Commencement Date", "Initial Term" and "Renewal Term"
As defined as in Condition 2;

"Domain Package"

Means the supply for the Agreed Period of the service of domain name registration, JAB Web Solutions Limited set up, web pointing, email forwarding and holding page included in the domain package renewable on an annual basis as more particularly described on the Site as amended and/or updated by us from time to time;

"Data Protection Legislation"

Means all data protection legislation applicable to English law in force from time to time including but not limited to the Data Protection Act 1998 (as from time to time amended re-enacted or replaced);

"JAB Web Solutions Services"

Means the service of registering and maintaining the registration of domain names as well as any ancillary administrative functions to be provided by us for an Agreed Period as more particularly described on the Site as amended and/or updated by us from time to time;

"Domain Name"

Means any domain name (including any

Multilingual domain name in the .com, .net and .org top-level domains "MDN's") registered or maintained by us on your behalf and which if you require us to provide E-mail services cannot exceed 64 characters in length (domain name including suffixes .com, .net, .org, .co.uk, .org.uk, .info, and .biz) and as more particularly described on the Site as amended and/or updated by us from time to time;

"Duration Period"

Means the period commencing on the date of registration and expiring on the date the Agreement is terminated in accordance with clause 13;

"E-mail Services"

Means the provision of integrated domain name, POP, IMAP and web mailbox services as well as any ancillary administrative functions to be provided by us on an annual basis as more particularly described on the Site as amended and/or updated by us from time to time;

"Fees"

Means the fees payable by you from time to time for Services, as specified on the Site at the time of the relevant Order Form in respect of the relevant Initial Term as more particularly described on the Site as amended and/or updated by us from time to time;

"Holding Page Services"

Means the service of providing a holding page as well as any ancillary administrative functions to be provided by us, as more particularly described on the Site as amended and/or updated by us from time to time;

"Hosting Package"

Means the supply of the packages, available from us to support the Domain package, renewable on an annual basis as more particularly described on the Site as amended and/or updated by us from time to time;

"Hosting Services"

Means the service of web site hosting as well as any ancillary administrative functions to be provided by us as more particularly described on the Site as amended and/or updated by us from time to time;

"Intellectual Property Rights"

Means any patent, copyright, registered design, trade mark, trade name, know-how or industrial or intellectual property right subsisting anywhere in the world and any applications to protect any of the above;

"Order Form"

Means the on-line registration form found on the Site as it relates to whichever relevant Service you select which may be amended by us from time to time or any verbal or written agreement which results in the automatic or manual creation of the relevant Services;

"Renewal Fees"

Means the renewal fees payable by you from time to time for Services, as specified on the Site at the time of the relevant Order Form in respect of the relevant Renewal Term for each

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relevant Renewal Term as amended and/or updated by us from time to time;

"Payment Method(s)"

Means the payment method(s) and time limits for payments of the Fees or Renewal Fee (as the case may be) as described, at the time of submission by you on the Order Form in respect of any relevant Initial Term or the commencement of the relevant Renewal Term for each Renewal Term which may be amended by us without prior notice from time to time;

"Processing"

Means the process of approval by us of your Registration Request for JAB Web Solutions services;

"Registration Request"

Means your request for registering domain names as set out in the Order Form submitted by you and received by us;

"Service(s)"

Means such of the JAB Web Solutions Services, Domain Services, Holding page Servers, Web Pointing Services and Hosting Services which are provided pursuant to the Terms either taken together as part of the Hosting Package or separately as the case may be;

"Site"

Means the JAB Web Solutions Limited Web Site with URLs <http://www.jabwebsolutions.co.uk> or <https://www.jabwebsolutions.co.uk>;

"Submission"

Means the submission by us of the Registration Request to the relevant registration body for registration;

"Traffic"

Refers to the data that is transmitted between all Customer Domains and the Server and the Internet, specifically including all data that is processed by the server for a Customer Domain, as measured on a monthly basis. The monthly traffic is measured in a quantity of data transferred for a Customer's Domain and between the Server and it's Clients, and is expressed in Gigabytes, (Gb), Megabytes (Mb) or Kilobytes (Kb);

"Suspension Period"

Means the period of minimum seven (7) days during which Service(s) are suspended and rendered inactive. Should payment not be received prior to or during Suspension Period, the Service(s) may be deleted without the possibility of recovery; and

"Web Pointing Services"

Means the services of pointing HTTP request via a JAB Web Solutions entry to a nominated URL (such that the URL shown on a web browser URL bar will be designated URL and not the entered URL) as more particularly described on the Site as amended and/or updated by us from time to time;

1.2 Unless otherwise specified, references to any statute or statutory provision is to that statute or statutory provision as from time to time

amended, extended or re-enacted;

1.3 The headings are for guidance only and shall not affect its interpretation; and

1.4 Words in the singular shall include the plural and vice versa; words in the masculine shall include the feminine and neuter and vice versa; and words referring to persons shall include bodies corporate, unincorporated associations and partnerships.

2 Duration

2.1 Subject to Condition 2.2, this Agreement for the Service(s) will commence when we send you an Acknowledgment and will continue for the period relevant to the Service(s) selected by you (in each case "Initial Term") unless earlier terminated in accordance with these Terms. The agreement for the Service(s) will be terminated unless you renew the Service(s) by paying Renewal fees for the period relevant to Domain Package, E-mail package or Hosting Package ("Renewal Term").

Please note that unless you take the steps required under the Payment Method to renew the Service(s) prior to the Renewal Date, your Service(s) will automatically be canceled. Prior to cancellation, the Service(s) will be automatically suspended for a minimum period of seven (7) days from the renewal date ("The Suspension Period"). During this Period, we will be entitled to charge you an administration fee to re-instate your Service(s) to an active state.

2.2 You acknowledge that the Service(s) shall commence when we start processing (as applicable) and any or all Fees, as required, have been received and cleared ("Commencement Date").

2.3 Subject to clause 3.1 you will be permitted to transfer any and all Domain Names not included in or the subject of the specified Service to us upon the Commencement Date in consideration for which you agree that we will be entitled to issue an invoice for the Additional Charge.

3 Payment of Fees

3.1 You shall pay the Fees for Duration Period for the Service(s) in advance by the Payment Method. An invoice setting out any charge due shall be available from the date of registration or as soon thereafter as is reasonable practicable. You acknowledge that the Fees are exclusive of Additional Charges. The invoice shall be sent to your nominated contact e-mail address or via postal services (if specifically requested in writing) and you shall be responsible for checking each receipt.

3.2 You shall pay the Renewal Fee for Service(s) immediately upon notification from us that such Fee has become due.

3.3 You shall ensure that the Renewal Fee for the Service(s) shall be paid immediately upon notification from us that such Renewal Fee has become due.

3.4 If you fail to pay when due any amount payable under these Terms, your liability shall be increased to include interest on the overdue amount from the due date until the date of

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actual payment (after as well as before judgment) at the rate of four percent per annum above the base rate, as set, from time to time, by the Bank of England, currently 4.5% at the date of issue.

- 3.5** All Fees are exclusive of VAT (if applicable and unless stated otherwise), which shall be paid at the rate, and in manner prescribed by law, and subject to clause 4. All Fees are non-refundable even if a Service is suspended, canceled or transferred prior to the end of any relevant term.
- 3.6** An amendment notice is published at the end of these Terms, detailing revisions that have been made. Upon receipt of the Amendment Notice you have the right to terminate this Agreement with effect from the date of issue of these Terms and Conditions, as sent out in the Amendment Notice. Such notice of termination is to be received by us no later than fourteen (14) days after the date in the Amendment Notice by way of courier or recorded delivery.
- 3.7** You acknowledge that the Fees and additional charges are exclusive of any telecommunication charges. All telecommunication charges incurred by you in connecting with the use of the Services or the specified services remain at all times solely your responsibility. We do not accept liability or responsibility for any such charges.

4 Cancellation

- 4.1** You are entitled to cancel the JAB Web Solutions Service(s) without charge within twenty-eight (28) days of Acknowledgment, except as laid out under section 13.1c of the Distance Selling Regulations 2000.
- 4.2** You shall not be entitled to cancel the JAB Web Solutions Services after the initial twenty-eight (28) day period has expired. All cancellations requests after this date shall be at the sole discretion of JAB Web Solutions Limited.
- 4.3** You are entitled to cancel the Service(s) without charge and/or with a full refund within 28 days of our receipt of the relevant fee for the relevant Service(s) (but not otherwise).
- 4.4** Time shall be of the essence in this clause 4.
- 4.5** In the event that you exercise your right to cancel the Agreement pursuant to clause 4.2 above you will be required to remove all personal data within 5 working days of serving such notice of cancellation. Failure to comply with this may result in the loss of said data without the possibility of recovery.

5 Our Liability

- 5.1** We warrant that we will use reasonable endeavors to provide the Service(s) with reasonable care and skill subject to the following for which we have no liability:

- 5.1.1** You appreciate that the success of the Registration Request is subject to many factors outside of our control. For example:

- ▶ We are subject to the Terms & Conditions of third party registration bodies ("Third Party Body") who, under certain circumstances, may refuse to register a particular domain name; and

- ▶ MDN and underlying encoding schemes, protocols and MDN-enabling technologies that enable MDN's to function on the Internet are currently experimental and have not necessarily been approved by Internet standard-setting bodies. They are also outside our control and subject to change without notice. These changes may impair or prevent our ability to use any MDN registered by you. It may also mean we have to interrupt or deny MDN registration services to you, temporarily or permanently as results of these changes. There is also the risk that the Internet addressing system will not recognize your MDN registration or otherwise will not enable such MDN to function as an Internet address. We may need to make modifications to an MDN registration, without prior notice to you, in order to bring an MDN into conformance with evolving technical standards. We can not guarantee that this Service will continue or that the MDN registration system will inter-operate properly with the current or any future System or the MDN enabling technologies of others. You appreciate and assume all risks inherent in the experimental nature of this Service and the technologies supporting it.

- 5.1.2** The application for the registration of any Domain Name and its on-going use may be subject to imposed rules, restrictions and/or a Third Party Body's Terms & Conditions of use. An example would be a Domain Name in the .biz top-level domain ("TLD"), which may only be used for bona fide business or commercial purposes and not exclusively for personal use. Other restriction criteria apply in respect of this particularly .ltd. You are responsible for ensuring that you are aware of and are able to comply with any such criteria and also the terms and conditions of any Third Party Body governing the registration of a Domain Names generally. Details of these restrictions can be found at <http://www.nic.biz>. All relevant Third Party body terms and conditions can be found at the following web sites:

- ▶ Networks Solutions (.com, .net, .org domains);
- ▶ Nominet (.uk domains);
- ▶ Afiliat (.info domains).

- 5.1.3** Any Domain name registered by us on your behalf may subsequently be challenged and/or canceled by persons other than us.

- 5.1.4** We shall endeavor to meet any dates agreed for the obtaining of the names and domains request by you, but such date shall be an estimate only and we accept no liability for failure to meet such date or dates.

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- 5.1.5** You appreciate that it is not possible to guarantee continuous, uninterrupted and corrupt-free use of our server, that there may be situations where our server is prevented from working effectively or at all and that this may lead to a breakdown in the Service(s), and/or loss and/or damage of some or all of the contents of your web site pages, and/or mis-routing of e-mails, and/or non-receipt by you or your intended recipient of any e-mails. You understand that we cannot give any warranty or accept any liability for such interruptions to the Service(s) or for the loss of (or damage to) any of the contents of your web site pages, data or any e-mail. It is your responsibility to maintain adequate insurance in respect of any loss or damage to your web site pages, data and e-mails.
- 5.1.6** We shall endeavor, through the use of authorized technical support staff, to provide you with such bona fide technical assistance and to respond as soon as possible to all reasonable technical queries raised by you. Such staff shall use their reasonable endeavors to address your technical queries but only to the extent that we in our discretion consider necessary to assist you. Such advisers shall not purport to or undertake any obligation on our behalf or expose us to any liability in connection with the supply of such advice and assistance except as expressly authorized by us on the Site. You understand that we cannot accept any liability therefore for any loss (direct, indirect or consequential) or damage arising out of the giving of such assistance and advice and which is not due to our negligence, recklessness or willful misconduct in the performance of our obligations under this Agreement.
- 5.2** We shall be entitled on reasonable grounds and at our sole discretion:
- 5.2.1** to refuse to process any Registration Request, an example is if a request is submitted for a Domain Name that exceeds 64 characters in length thereby making it impossible to provide E-mail Service support. We shall use our reasonable endeavors to explain our decision and will provide a full refund of the Fees in the event of non registration (subject to clause 4); and
- 5.2.2** to suspend the provision of the Services, whether by reason of failure to pay the renewals Fee by the due date or in general;
- 5.3** We accept no responsibility in respect of the use of Domain Name(s) or any Service(s) by you in any dispute between you and any other individual organization regarding a Domain Name. This must be resolved between the parties concerned and we will take no part in any such dispute. Although we have no obligation to monitor the Service(s) we reserve the right at our sole discretion, to suspend or cancel the Domain Name or any Service(s), and/or make appropriate representations to the relevant naming authority.
- 5.4** We are not liable and accept no responsibility for any dispute how so ever arising you may have with any third party due to your direct or indirect use of the Service(s).
- 5.5** We reserve the right, at all times, to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, at our sole discretion.
- 5.6** All Service(s) shall be set-up within seven (7) days of the Commencement date (or within a reasonable period thereafter having given notification). Risk in any Service shall pass to you upon delivery. Thereafter, we give no warranty in connection with the provision of the Service and so far as permitted by law hereof we are not liable and accept no responsibility in respect of use of the Service by you and make no warranty to you as to the quality performance, merchantability, durability, of our equipment, or the fitness for purpose of the Service.
- ## 6 Promotion
- In the event of the conflict between these Terms and the terms of any relevant promotion, which is connected with us, or the Site, the written terms of the relevant promotion shall prevail. However, subject to clause 7.4. We shall not be liable for any other warranty, representation or promise regarding the Service(s) made in connection with such promotion SAVE AS EXPRESSLY SET OUT IN THE WRITTEN PROMOTIONAL TERMS. If you would like a copy of such written promotional terms, please ask for a copy at the point of purchase or download a copy from our site.
- ## 7 General
- 7.1** EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS WE DO NOT MAKE ANY OTHER WARRANTY, REPRESENTATION OR PROMISE IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY EXCLUDE ALL LIABILITY FOR ANY AND ALL IMPLIED WARRANTIES, EXCEPT THOSE NOT EXCLUDABLE BY LAW, EXPRESS TERMS AND ANY LIABILITY FOR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LIABILITY HOWSOEVER OCCASIONED.
- 7.2** You agree that we shall not be liable either in contract, tort, negligence, statutory duty or otherwise, for any loss or damage (including loss or damage which is reasonable foreseeable or occurs naturally in the course of things) including, without limitation, damage for loss of business, loss of sales, loss of profits, loss of reputation, or any other financial loss or damage, resulting from or in relation to:
- 7.2.1** any acts, omissions, failures or delays occurring on or without any negligence on our part, or occurring on or in relation to those aspects of the Services not under our direct control;

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with a specific query;

- 8.7** you undertake not to sell to any other person, whether in money or money's worth, the giving or withholding of any business or benefit of any kind or description, either directly or indirectly, any of the Services without the written permission from JAB Web Solutions. Reseller and any other nominated packages shall be excluded from this clause;
- 8.8** to comply with any other rules, procedures or policy which we may reasonably promote for the proper provision of the Service(s) from time to time.
- 8.9** to communicate with our servers via your Customer Area using your login and password. This is for obvious security reasons, and allows us to keep a history of our communications with you.
- 8.10** this it is your responsibility to contact us in the case of a lost password, password theft or any other fraudulent act in regard to an access code. You will be required to provide us with evidence of your identity via either fax, e-mail or post as soon as possible. Upon receipt and validation of your identity we will make the necessary access code modifications.

You will remain responsible for the use of the Service(s) by any third parties until we have made the modifications;

- 8.11** that your use of the Service(s) and the charges related thereto are subject to the Traffic levels that you requested in your Order Form.

If the Traffic, as measured on a monthly basis, exceeds the amount initially allocated to your account, the additional Traffic will be automatically allocated and billed to the Customer as defined depending on the Service(s) that you have ordered. We will issue you an invoice that will be paid within fourteen (14) days following your receipt.

We reserve the right to suspend your Service(s) if you fail to pay the invoice and/or accept an increase in the allocated Traffic for future months. We further reserve the right to suspend your Service(s) whenever the Traffic limit has been exceeded. In no event will we be responsible for any Service(s) failures resulting when the Traffic limit has been exceeded.

If the Traffic usage is lower than the monthly amount, no consumption report will be issued and no remaining bandwidth allowance shall be carried over to the following month or any month thereafter.

- 8.12** that in order to prevent fraud we may, at our will and without warning, issue a Confirmation of Sale document, which you must complete, sign and return back to us within the allocated deadline. If we do not receive this document within the time-period we shall deem the account as being obtained fraudulently and thereafter terminate your contract under clause 13.3.2 with seven (7) days notice.

The purposes of this document, the deadlines

shall be:-

- 8.12.1** one (1) month from the date of issue for any address within the United Kingdom, excluding any territories that form part of Her Magisties Commonwealth;
- 8.12.2** two (2) months from the date of issue for any address that does not fall under clause 8.12.1.

9 Your Responsibility for Loss

You shall be responsible to us for all liability, claims, losses, agency and other costs, expenses, loss of profits, business interruption, and other pecuniary or consequential loss (including reasonable legal costs and expenses) suffered or incurred by us as a result of any breach of this Agreement by you or any other party using your access to the Service(s), any data or content on your web site or in your e-mails or any act or omission in relation to the use or non-use of the Service(s) by you, your employee (if any), agents or any person authorized by or under the control of you.

Notwithstanding any other provision in the Terms, in the event that you default in making any payment of any sums due to us under this Agreement ("The Outstanding Sum"), you shall immediately, upon demand from us, pay to us all costs and expenses how so ever incurred directly or indirectly by us in attempting to recover the Outstanding Sum, including, without limitation, all legal expenses, court fees and other disbursements, and all costs incurred in using legal representatives or collection agents as appointed by us.

10 Lien

In the event of failure by you to pay including, for example a charge back by a credit card company in connection with the payment of the Fees, you agree that:

- ▶ We can cease to provide or suspend any of the Services and can prevent that Domain Name and/or any other Domain Name becoming available to you; and
- ▶ to the extent permitted by law, all rights and interests in the registration shall be transferred to us as the paying entity for that registration to the registry and that we reserve all rights regarding such Domain Name including, without limitation, the right to make the Domain Name available to other parties for purchase. We will reinstate your Domain Name registration solely at our discretion.

11 Privacy Policy

You agree that you have read and understood the Privacy Policy located on the Site and have consented or not consented (whichever is relevant) to allow us to use your personal details in accordance with the terms of the Privacy Policy.

12 Agents and Licenses

12.1 You agree that, if you are registering Service(s) for someone else, you represent that you have the authority to none the less bind that person as a principal to all of these Terms.

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12.2 You agree that if you license (subject to clause 14.2) the use of the Domain Name registered to you to a third party, you nonetheless remain the Domain Name holder of record, and remain responsible for all obligations under these Terms.

13 Termination:

13.1 We shall be entitled to suspend and/or terminate the Agreement and/or restrict any of the Service(s) immediately upon written notice to you in the event of your non-payment of Fees in accordance with clause 3;

13.2 This agreement may be terminated with immediate effect by a party (the "Non Defaulting Party") giving written notice of termination to the other party ("The defaulting Party") on or at the time after the occurrence of an event specified in clause 13.3 below.

13.3 The events are:-

13.3.1 if the defaulting party is in material breach of any of its material obligations under the Terms which are incapable of remedy; or

13.3.2 if the defaulting party is in material breach of its material obligations under the terms which are capable of remedy and it fails to remedy such breach within 7 days of the notice requiring it to do so; or

13.3.3 (if applicable) if the Defaulting Party makes any voluntary arrangement or composition with its creditors;

13.3.4 if the Defaulting Party has a bankruptcy order made against it or it being a natural person dies.

13.4 For the purposes of clause 13.1 a breach will be deemed material if it is serious in the widest sense of having a serious effect on the benefits which Non-defaulting Party would have otherwise derived from this Agreement. Any charge-back shall deemed incapable of remedy;

13.5 Either party shall be entitled to terminate this Agreement immediately upon written notice to the other party if either party becomes insolvent, ceases to trade (or in the reasonable opinion of the other is likely to cease to trade) or has a liquidator, receiver, administrator or administrative receiver appointed or enters into any arrangement with its creditors or is wound up otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of its obligations, or is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986, or is made bankrupt or undergoes a similar or analogous event in any jurisdiction; and you shall not be liable for any losses incurred by us as a result of such termination.

13.6 Any termination of the Agreement, how so ever occasioned, shall not affect any accrued rights or liabilities of either party neither shall it affect the coming into force or the continuance in force of any provision of these Terms which is expressly intended to come into or to continue in force on or after such termination.

13.7 On termination of this Agreement for whatever reason we reserve the right to:

- ▶ suspend, cancel, transfer or modify your Domain Name; or
- ▶ suspend or cancel the Service(s) and remove all of your data located on our server. We will hold such data for a period of five (5) working days and allow you to collect it at your expense, after which we shall be entitled to delete all such data without possibility of recovery. We shall further be entitled to post such notice in respect of non-availability of your web site pages as we think fit.

14 Unforeseen Events

14.1 Neither party shall be liable for any delay in performing or failure to perform any obligations under the Terms to the extent that the failure is caused by an Unforeseen Event (as in defined in clause 14.2 below). Any such delay or failure shall not constitute a breach of the Agreement, and the time for performance shall be extended by a period of equivalents to that during which performance is so prevented.

14.2 For the purpose of these Terms an "Unforeseen Event" shall mean any circumstances beyond the relevant party's reasonable control, including without limitation the following:

- ▶ acts of God;
- ▶ outbreak of hostilities, riots, civil disturbance, acts of terrorism, fire, explosion, flood, fog or bad weather;
- ▶ power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles (including without limitation Internet routers, gateways, servers, domain name servers and other Internet infrastructures); and
- ▶ theft, malicious damage, strike, lockout or industrial action of any kind.

14.3 Notwithstanding anything to the contrary stated in the Terms, if any Unforeseen Event shall continue for a period of thirty (30) days or more, you shall be entitled to terminate the agreement forthwith upon written notice.

15 Notices

Any notice to be given or served under these Terms shall be in writing and shall be delivered personally or sent by facsimile or E-Mail or by first class post to the party to be served at the address set out in either the Order Form or Site (or such other address as either party may from time to time notify in writing to the other) and shall be deemed to have been served:-

- ▶ immediately in case of personal delivery;
- ▶ in the case of facsimile or E-Mail, on the next business day following the time of transmission subject. In the absence of a written acknowledgment, to the original notice being sent by post or by personal delivery in accordance with this clause not later than the next

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business day after such transmission;
and

- ▶ in the case of postal delivery, on the second business day following the date of posting (the fifth business day if posted to another country) or on acknowledgment of receipt if sooner.

16 Miscellaneous

- 16.1** Any and all equipment shall remain the property of JAB Web Solutions Limited or any associated companies for the durations of the Agreement.
- 16.2** This Agreement constitutes the entire understanding between the parties concerning the provision of the Service(s), and replaces, supersedes, and cancels all previous arrangements, understandings, representations or agreements relating thereto. For the avoidance of doubt each party irrevocably waives any right it may have to seek a remedy for any misrepresentation which has not become a term of this Agreement, as well as any breach of warranty or undertaking other than those contained in this Agreement (whether express or implied, statutory or otherwise), unless such misrepresentation, warranty or undertaking was made fraudulently. This Agreement shall apply and prevail over any Terms & Conditions (whether conflicting or not) contained or referred to in any documentation submitted or provided by you.
- 16.3** We shall use reasonable endeavors to provide the Service(s) to you continuously, subject to the periods of maintenance as specified in Clause 16.4; however WE DO NOT GUARANTEE UNINTERRUPTED SERVICE(S).
- 16.4** We reserve the right to interrupt your Service(s) to maintain and/or improve the Service(s) and/or Server. You will be given prior notice of these interruptions whenever possible. However, in case of any emergency, we reserve the right to suspend your Service(s) partially or completely to carry out any necessary technical procedures without notice. These interruptions of your Service(s) will not entitle you to any claim for compensation or damages.
- 16.5** We provide support via e-mail, phone and ticking for all Service(s) offered pursuant to these Terms. E-mails should be addresses in accordance with all the available information on our contact page of our website. Support is normally available during working hours, however we cannot guarantee a response time or time in which solutions can be provided.
- 16.6** You may not without our prior written approval assign, transfer, license or deal with your Domain Name or with any of your other rights under the Agreement or sub-contract any of your obligations. We may assign or sub-contract any of our rights under the Agreement and may sub-contract any of our obligations.
- 16.7** All amounts due from you to us under this Agreement shall be paid in full without any set-off, destruction or withholding (including, without limitation, for or on account of any counterclaim).
- 16.8** Unless otherwise stated in these Terms, all

correspondence exchanged between the parties shall be carried out by e-mail and that the parties declare that the information provided on the JAB Web Solutions Limited Web Site constitutes an authentic version of information unless a written document, signed and authenticated, is produced that would contradict this information. Elements such as the time of receipt or sending, as well as the quality of the data received, will be taken into account as authentic versions in priority as they appear on our information systems, or are registered and authenticated by our computerized procedures, unless you provide written contradictory evidence. The information delivered by our systems is deemed to have the value of an original written document (in the sense of a signed written paper document).

- 16.9** Both parties shall be deemed to have the status of an independent contractor, and nothing in the Terms shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joining venturers. Both parties shall be responsible for any taxes or charges on the payments received by it hereunder.
- 16.10** If at any time any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect:-
- ▶ the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or
 - ▶ the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 16.11** No failure or delay by either party in exercising or enforcing any right, power, or remedy which arises under the Terms or form any breach of its provisions shall operate as or to be deemed to be a waiver of that or any other right, power or remedy or of any subsequent exercise of such right, power or remedy. No waiver or modification of any provision of the Terms shall be effective unless in writing and signed by the party against whom such waiver or modification is sought to be enforced.
- 16.12** Each provision of this Agreement excluding or limiting liability shall be constructed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of this Agreement howsoever occasioned.
- 16.13** The parties agree that the provisions of these terms are personal to them and are not intended to confer any rights on any other third party. The contracts (Rights of Third Parties) Act 1999 shall not apply to our Agreement or to any provision of the Terms.
- 16.14** Agreement shall be governed and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

17 Amendments

Terms and Conditions

Issue: 1.1
Date of Release: 2005.11.09
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The following amendments were made in between Version 1.0 and Version 1.1 (and were launched on 2005-11-05):

- ▶ Added definitions for “Commencement Date” and “Traffic”, removed “Equipment” and corrected grammatical and/or minor errors on “Agreed Period”, “Annual Fee”, “Domain Package”, “Domain Name”, “Fees”, “Payment Methods”, “Renewal Fees”, “Service(s)”, and “Suspension Period”;
- ▶ Definition of “Order Form” was appended to include when creating an account via a means other than the online Order Form while “Suspension Period” was updated to cover our position of removal of data;
- ▶ In addition to the following points, the clauses 2.1, 2.2, 2.3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2,4.3, 4.5, 5.1.1, 5.1.2, 5.1.5, 5.1.6, 5.2.1, 5.3, 5.4, 5.5, 5.6, 7.2.1, 7.2.2, 7.3, 8.2, 8.3.1, 8.3.2, 8.3.3, 8.3.6, 8.3.8, 8.3.9, 8.7, 8.8, 8.9, 9, 12.1, 12.2, 13.1, 13.2, 13.3, 13.3.3, 14.2, 14.3, 15, 16.2, 16.4 and 16.9 had corrections for grammatical and/or minor errors;
- ▶ Clauses 8.3.9, 8.3.10, 8.6, 8.10, 8.11, 8.12, 16.1, 16.3, 16.4, 16.5 and 16.8 have been added. Clauses 8.6, 8.7, 8.8, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8 and 16.9 have been moved to 8.7, 8.8, 8.9, 16.2, 16.6, 16.7, 16.9, 16.10, 16.11, 16.12, 16.3 and 16.14 respectively. Split 13.3.3 into 13.3.3 and 13.3.4;
- ▶ Under 2.1, Minimum suspensions period now seven (7) days. While under 2.2 “and any or all Fees, as required, have been received and cleared” has been added;
- ▶ Clarified 3.1, stating to where Invoices are normally are sent and that Postal Invoices must be specifically requested;
- ▶ For 3.1 and 5.6 Equipment has been changed to Service(s);
- ▶ Under 3.4, the bank has been changed from Lloyds Bank Plc. to Bank of England. Current Bank of England interest rate also shown (correct as of date of issue);
- ▶ Changed 4.5 to 5 working days and added “Failure to comply with this may results in the loss of said data without the possibility of recovery.”
- ▶ Added “unless otherwise stated” in 8.5, allowing both pre- and post-VAT prices to be shown;
- ▶ Clarified in 3.6 that that these Amendments are accepted by default and if you wish to reject them you have fourteen (14) days to do so;
- ▶ Under 4.2, cancellation requests are clarified – beyond 28 days, they are to be made at the discretion of JAB Web Solutions Limited.
- ▶ Change 5.1.1 as we do not directly support the MDN system, therefore clarification on our position and what we can/cannot do;
- ▶ Clauses 8.3, 8.3.5, 9 & 13.7 simplified to just Service(s);
- ▶ Clarified the meaning of details in 8.5;
- ▶ Added of charge-back clause to 13.4;
- ▶ Change 90 days to 30 days for clause 14.3; and
- ▶ Added E-mail in 15, and is to be regarded the same as facsimile.