

GENERAL

1. TERMS AND CONDITIONS

1.1 All Users of services provided by Numo Ltd, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services. These terms and conditions apply also if used with an order form or communication of a request of services, to which they are mentioned in or attached ("Confirmation of Order") will form a binding contract between the Client named on the Confirmation of Order ("THE CLIENT") and Numo Ltd which shall constitute the entire agreement between Client and Numo Ltd and apply to any trading agreement or other contract or arrangement between Client and Numo Ltd;

1.2 These terms apply to the exclusion of all other terms or conditions of contract Client may propose and shall not be varied unless agreed in writing, signed by Numo Ltd.

1.3 The client grants Numo Ltd the right to reference their company and projects as a client. The client also guarantees Numo Ltd limited rights of copyright necessary to reproduce and display the clients' project electronically via the world wide web and on printed material as demonstration and examples of our client portfolio.

2.. GENERAL LIABILITY AND WARRANTY

2.1. Subject to Clause 2.2 below, 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;

2.2 Numo Ltd shall not be liable to Client for any consequential loss or damage.

2.3 When instructions or advice are given or received orally by Numo Ltd, it shall have no liability to Client for any misunderstanding or misrepresentation which may arise in relation thereto except in relation to fraudulent misrepresentations.

2.4 Numo Ltd shall have no liability to Client in respect of the Materials. On completion of the Project Client agrees to collect the Materials within 2 months of completion of the works, failing which, Numo Ltd may dispose of them on giving Client 14 days notice.

2.5 Numo Ltd's liability shall be limited to using reasonable skill and care in the supply of the Project. In particular Numo Ltd shall not, except in the case of gross negligence and wilful or deliberate act, be liable for:

2.5.1 any loss or damage caused by it being given access to Client's computer systems (which shall only be required where necessary) including without limitation any remote servers to which it has access or stores data or any unauthorised access to or use of the same including without limitation for any misuse of any passwords, logins or accounts of Client,

2.5.2 any interference in or modification of the Project or Client's web site by Client or any third party or the consequences thereof, remedy of which shall be as a Change.

2.6 All conditions, terms, representations and warranties relating to the Services supplied under an 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 sub clause 12.2;

2.7 Whilst Numo Ltd attempts to supply information and services that are error free we cannot guarantee the accuracy or completeness of any information in this web site or given by any means, by of its executives or employees. It is the duty of the users of any information given by Numo Ltd to check by other means as to the accuracy or completeness of said information. Use any information or service given by Numo Ltd at your own risk. Numo Ltd will under no circumstances become involved in any disputes between any parties regarding trade or company names.

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

2.9 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever;

3. THIRD PARTY MATERIALS

3.1 Numo Ltd gives no warranty, representation or undertaking in relation to any third party materials or works.

3.2 Prior to any selection, use or reproduction by Client of Project, Numo Ltd shall use reasonable efforts to, on reasonable request, provide Client with copies and evidence of such rights, clearances, permissions and licences as shall be necessary for the use of the Project by Client.

3.3 Subject to the foregoing Numo Ltd shall have no liability to Client whatsoever in relation to the Project and gives no warranty and makes no representation as to whether Project contain or are free from racist, defamatory, sexually explicit, inflammatory, obscene or other legally restricted material and explicitly excludes all and any liability in relation thereto.

4 COOPERATION AND COMPLIANCE WITH THE POLICIES AND PROCEDURES OF [THE CLIENT]

4.1 NUMO agrees to cooperate fully with [THE CLIENT] in relation to NUMO's performance of its obligations under an Agreement and shall ensure that when any of its obligations or duties are performed on [THE CLIENT's] premises it shall ensure that its employees, agents or sub contractors comply at all times with [THE CLIENT's] reasonable requirements made known to NUMO relating to the access, use or occupation of such premises including without limitation all measures, rules and instructions relating to health, safety, security and computer virus control.

5 EXPENSES

5.1 Where NUMO or a member of NUMO's staff is required by [THE CLIENT] to travel, take accommodation, incur other expenses or make use of the [THE CLIENT's] resources (such as telecommunications, fax, office equipment and space) in the proper performance of NUMO's obligations, the [THE CLIENT] will make available such resources on reasonable notice or if such resources cannot be made available by [The Client] pay NUMO for expense reasonably incurred to to provide such resources requested to enable NUMO to carry out and complete [THE CLIENT's] requirements.

6 COMPLY WITH NUMO'S SITE POLICIES

6.1 [THE CLIENT] shall ensure that when any of its obligations or duties are performed on NUMO's premises it shall ensure that its employees, agents or sub contractors comply at all times with NUMO's reasonable requirements made known to [THE CLIENT] relating to the access, use or occupation of such premises including without limitation all measures, rules and instructions relating to health, safety, security and computer virus control.

7 CONFIDENTIALITY

7.1 Each Party undertakes to respect the confidential nature of any information and not to divulge or make it accessible to third parties without the prior, written agreement of the other Party, unless ordered to do so by a court or other supervisory authority or disclosure is otherwise required by any applicable law.

8 DATA PROTECTION ACT

8.1 Each Party warrants to the other that, in relation to an Agreement it shall comply strictly with all requirements of the Data Protection Act 1998 (the "Act") and all regulations made under the Act and all European Directives and regulations in relation to the protection and transfer of personal data.

9 FORCE MAJEURE

9.1 For the purpose of these terms, a "Force Majeure Event" means acts of God, riots, war, strikes, epidemics, governmental regulations superimposed after the date of an Agreement, fire, communication line failures, power failures, natural disasters or anything beyond the reasonable control of the party claiming relief under this clause 14.6 that prevents that party's performance of its obligations under an Agreement.

9.2 Neither party is liable for failure to perform, or for a delay in performing, any of its obligations under an Agreement insofar as the performance of such obligations is prevented by a Force Majeure Event.

9.3 Each party shall promptly notify the other party of the occurrence of such a Force Majeure Event. All dates for delivery and time for performance obligations shall be extended by the time lost by reason of the Force Majeure event and each party shall use all reasonable endeavours to continue to perform its obligations under an Agreement for the duration of such Force Majeure Event.

10. APPLICABLE LAW

10.1 All Agreements shall be governed by and construed in accordance with the laws of England and the parties thereby submit (subject to Clause 12 (Disputes)) to the non-exclusive jurisdiction of the Courts of England.

11 DISPUTE RESOLUTION

11.1. The parties shall attempt to resolve, in good faith, all disputes or disagreements between the parties with respect to the interpretation of any provision of an Agreement or to the performance by the parties of their obligations under an Agreement ("Matters in Dispute"). All dispute which shall at any time arise between the parties hereto which cannot be resolved by the Contract Managers shall be referred to the Managing Directors of [THE CLIENT] and NUMO

12 RELATIONSHIP OF THE PARTIES

12.1 Nothing in all/any Agreement shall or shall be deemed to create any partnership between the parties and neither is the employee or agent of the other.

13 COUNTERPARTS

13.1 an Agreement may be executed in any number of counterparts which together constitute one single agreement between the parties.

14. LEGISLATION

14.1 Client shall comply with all applicable rules, regulations, codes of practice and laws relating to its use of the Project including without limitation its obligations under the Data Protection Act 1998; Regulation of Investigatory Powers Act 2000; Competition Act 1998 and E-commerce Directive and equivalent legislation;

15. NOTICES

15.1 Any notice to be given by either party to the other may be sent by either e-mail, fax or recorded delivery to the address of the other party as appearing in an Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by e-mail shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting;

16. LAW

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

17. HEADINGS

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

18. EXECUTIVES AND STAFF LIABILITY.

18.1 In no event shall Numo Ltd or its executives, staff or agents be liable to anyone for any delays, inaccuracies, errors

or omissions with respect to the Information or domain registration or service or delivery of all or any part thereof, for any damage arising therefrom or occasioned thereby, or for the results obtained from the use of information given or service or domain registration or failure to register, a domain name.

19. PAYMENT

19.1 Numo Ltd may charge additional Fees in accordance with its then prevailing rates:

19.2 in the event of delays or additional works caused or required by Client including its failure to provide Numo Ltd with such information, Materials, instructions, media or approvals, as are reasonably required for the supply of the Project, properly and / or on time;

19.3. in the event of changes to the cost of labour, materials, services and other circumstances outside of Numo Ltd's reasonable control.

19.4 in the event that Client requires the supply of Project, goods and services in addition to those described in the Confirmation of Order or any variations to the Project.

19.5 Invoices shall be issued a month in advance

19.6 All payments must be in UK Pounds Sterling. If your cheque, Credit Card or other method, is returned by the bank or provider as unpaid for any reason, you will be liable for a "returned cheque/payment" charge of £35;

19.7 All charges for Services shall be due and payable upon receipt of invoice. Charges may be exclusive of 'Value Added Tax' which shall be paid additionally by you at the rate prescribed by law on submission by us of a VAT invoice;

19.8 Without prejudice to our other rights and remedies under an Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you;

19.9 Numo Ltd may charge additional Fees in accordance with its then prevailing rates:

19.9.1 in the event of delays or additional works caused or required by Client including its failure to provide Numo Ltd with such information, Materials, instructions, media or approvals, as are reasonably required for the supply of the Project, properly and / or on time;

19.9.2 in the event of changes to the cost of labour, materials, services and other circumstances outside of Numo Ltd's reasonable control.

19.9.3 in the event that Client requires the supply of Project, goods and services in addition to those described in the Confirmation of Order or any variations to the Project.

the provision of the Services. "Web Site" means the area on the Server allocated by us to you for use by you as a site on the Internet.

"Contract" means the contract for the purchase and sale of services. "Customer" means the entity whose order for the services is accepted by the company in accordance with these conditions of sale. "Service" means the service that the company is to supply to the customer in accordance with these conditions under the contract. "Data Centre" means the location(s) where the company manages and maintains its Internet operations. "Co-location" means hosting services in the Data Centre. "Writing" includes the written letter and e-mail.

1. DOMAIN NAME REGISTRATION

1.1. 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. Notification shall be in the form of an invoice specifying the domain name registered. Any action taken by you before such notification is at your risk;

1.2. 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. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be nonrefundable notwithstanding refusal by the naming authority to register your desired name;

1.3. 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;

1.4. We shall not release any domain to another provider unless full payment for that domain has been received by us, plus a further £80 release cost; Canceled domain registrations shall be subject to our standard administration fees of £40, the naming authority fees will not be payable. All cancellation applications must be received in writing not later than one month from registration. All domains registered by Numo Ltd shall reside on Numo Ltd servers pointing to Numo Ltd until the customer transfers the domain or orders hosting or forwarding services.

1.5 The party requesting registration of this name certifies that, to her/his knowledge, the use of this name does not violate trademark or other statutes. Registering a Domain name does not confer any legal rights to that trade name and any disputes between parties over the rights to use a

HOSTING & COLOCATION TERMS

DEFINITIONS

"Services" means domain name registration, web site hosting, e-mail, and any other service or facility provided by us to you. "Server" means the computer server equipment operated by us in connection with

particular name are to be settled between the contending parties using normal legal methods. Any persons, companies or organisations shall not under any circumstances hold Numo Ltd liable for any violations of trademark or other statutes.

2. WEB SITE HOSTING and E-MAIL

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;

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

2.2. 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;

2.3. 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;

2.4. You will not post, link to 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 constitutes, or encourages the commission of, a criminal offence or 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;

2.5. 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;

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

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

2.8. 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;

2.9. Any access to other networks connected to Numo Ltd must comply with the rules appropriate for those other networks This specifically but not exclusively, includes DSVR and NT Web hosting;

2.10. 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 and we shall be under no liability for non-receipt or misrouting of e-mail or for any other failure of e-mail;

3. RESELLER TERMS AND CONDITIONS

3.1. If you are or become a reseller of our Services you will continue to be bound by these terms and conditions; you will also be bound by any other such terms and conditions offered with any proposal to become a reseller; you will be responsible for ensuring that your customers are bound by terms and conditions that adequately reflect and give effect to these;

3.2. 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 binding on us;

3.3. No default by your customers shall in any way affect, modify or limit your obligations under an Agreement;

4. SERVICE AVAILABILITY

4.1. We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or downtime of the Server;

4.2. We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 30 days you will be notified of the reason;

4.3. The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time; user programs may be run only during log-in sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this sub clause, we shall have the right to cancel the account and terminate the Services and/or an Agreement immediately;

5. (Colocation only)

5.1. The company agrees to provide the following:

5.1.1. As far as is reasonably practical to provide Data Centre service availability for 99.5% of the time and materially error free. This excludes planned outages or outages due to the acts or omissions of customers. The company will use its best endeavours to ensure maximum availability of service.

5.1.2. Notwithstanding other clauses concerning liability of the company to the customer in this contract (including liability for negligence), the company's liability to the customer shall be limited to 100% of one month's charge in respect of this contract.

5.1.3. A schedule of equipment, service applicable to this contract and the charges to be levied.

5.2. In pursuit of 3.1.1. above the company will provide the following:

5.2.1. Disaster recovery procedures in respect of emergency power back-up and connectivity infrastructure.

5.2.2. Smoke detection and automated power shutdown to each cabinet to prevent the risk of fire.

5.2.3. Security procedures to prevent unauthorised entry by third parties.

5.2.4. Automated alarms identifying unplanned outages.

5.3. Provide customers with the following communications during outages:

5.3.1 Notify the customer of outages due to equipment failure.

5.3.2 Provide a 24-hour point of contact during outages.

5.4. Provide customers with the following for emergency use:

5.4.1. Workshop space with power and connectivity facilities.

5.4.2. The company is unable to receive customer's goods without customer's representative being present at the time.

5.4.3. Temporary non-secure storage (2-days) for equipment pending installation/removal in the Data Centre. Daily charges will apply thereafter.

5.4.4. Access into the Data Centre within 2-hours of an emergency outage caused by failure of customer's equipment.

6.0. RESPONSIBILITIES OF THE CUSTOMER.

6.1. You agree to pay all charges monthly in advance within 7- days of receipt of an invoice from the company. Invoices will be issued for services (whether used or not) from when provision first becomes available or when 6-months have lapsed from the order being accepted, whichever is the sooner. All charges are payable by the customer by direct debit without deduction, condition, set-off or claim. Time for payment is of the essence for this contract. If contracts are not paid within 7-days after the due date then without prejudice to the company's rights and remedies, the customer shall pay interest on such sum on a day to day basis. This will include after any judgement from the date of last payment to the date of actual payment (both days inclusive) at a rate of 4% above the base rate of Lloyds TSB plc from time to time in force compounded quarterly. Such interest shall be paid on demand. If payment under this contract or otherwise is not made by the due date, then the company may suspend services. Such suspension will not affect your obligations to the company under this contract.

6.2. You agree that you will:

6.2.1. Comply with any reasonable instructions or directions issued by the company from time to time in respect of services, including but not limited to visitation procedures, requests for information, security procedures, systems administration and equipment installation.

6.2.2. Conform to such protocols and standards as are issued from time to time in respect of the use of services.

6.2.3. Fully indemnify the company against any costs and claims from any third party resulting from your acts or omissions in respect of services, including but not limited to intellectual property rights.

6.2.4. Comply with all applicable laws, regulations and best practice in respect of services.

6.2.5. Insure all risks including but not limited to equipment and any public liability.

6.2.6. Acknowledge the responsibility that operation of all customers' equipment located in the Data Centre remains entirely with the customer.

6.2.7. Not alter, interfere or remove the company's service equipment.

6.2.8. Not use equipment for criminal purposes, to send or receive material that

was not solicited, objectionable or breaches in law. The customer is solely responsible for content and operation/use of the equipment co-located.

6.2.9. Agree to move customer's equipment at no cost to the company when the company wishes to restructure the Data Centre to improve service levels.

6.2.10. Accept that suspension of services may occur in the event of any act or omission contravening obligations under 4.0.

6.2.11. Pay for any services requested from the company not scheduled in this contract and including but not limited to engineers time at the company's prevailing rates.

6.2.12. Accept that co-location and hosting services do not include management and maintenance of the customer's equipment and that this responsibility remains with the customer at all times. The company is unable to provide assistance in this respect.

6.2.13. Keep secure any identification and passwords used and accept any liability relating to unauthorized use.

6.3 You agree to pay all charges monthly in advance within 7- days of receipt of an invoice from the company. Invoices will be issued for services (whether used or not) from when provision first becomes available or when 6-months have lapsed from the order being accepted, whichever is the sooner. All charges are payable by the customer by direct debit without deduction, condition, set-off or claim. Time for payment is of the essence for this contract. If contracts are not paid within 7-days after the due date then without prejudice to the company's rights and remedies, the customer shall pay interest on such sum on a day to day basis. This will include after any judgement from the date of last payment to the date of actual payment (both days inclusive) at a rate of 4% above the bank base rate from time to time in force compounded quarterly. Such interest shall be paid on demand. If payment under this contract or otherwise is not made by the due date, then the company may suspend services. Such suspension will not affect your obligations to the company under this contract.

7. 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 Services, including without limitation, clearance and/or consents in respect of your proposed domain name;

8. 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 Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or nonobservance of an Agreement;

9. TERMINATION

Without in any way limiting our rights under sub clause 6.3

9.1. If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate an Agreement forthwith without notice to you;

9.2. If you break any of these terms and conditions and you fail to correct the breach within thirty (30) days following written notice from us specifying the breach, we may terminate an Agreement forthwith upon written notice;

9.3. If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to terminate an Agreement forthwith without notice to you;

9.4. On termination of an Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but 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 nonavailability of your Web Site as we think fit;

IN NO EVENT WILL Numo Ltd OR ITS EXECUTIVES BE LIABLE TO ANY PARTY (i) FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR BUSINESS, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE Numo Ltd SERVICES OR DOMAINS REGISTERED BY Numo Ltd OR ANY 'INFORMATION', EVEN IF Numo Ltd SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF ANY INFORMATION GIVEN OR DOMAIN REGISTRATIONS. The entire risk as to the quality and performance of Numo Ltd Services and the accuracy, adequacy, completeness, currentness, validity and quality of any Information or service or domain registration is with the user/customer.

16. ENTIRE AGREEMENT

These terms and conditions together with any documents expressly referred to in them, 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 terms and 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 that has not been made expressly in an Agreement.

Nominet and Internic terms and conditions also apply

Numo Ltd, 22 Lockyer St, Plymouth, Devon, PL1 2QW – Reg No: 0497960

I understand and agree with these terms and conditions;

Sign _____

Name _____

Company _____

Date _____