Techniccol Hosting
General Terms 0f Service

Techniccol Hosting provides a range of internet Services and Solutions. Services include Domain Registration and Management, Hosting, E-mail Management, Website Design & Development, Bespoke Internet Business Solutions and Open Source Package installation configuration and customisation. These Conditions set out the terms under which Techniccol Hosting will provide

Services to our customers.
To the extent that the Client is deemed to be a consumer (as defined by the Unfair Contract Terms Act 1977) then these Conditions will not affect the rights of the Client as a consumer and will apply to the extent that applicable law allows.
By logging into your account or updating files you are deemed to have accepted these terms and conditions.

These Conditions are divided into five parts, however all parts may not apply in every case:

- Part 1 applies in all cases.

- Part 2 applies where Techniccol Hosting is to provide software and/or equipment in connection with the Services.

- Part 3 applies where the Services include ongoing support and maintenance services.

- Part 4 applies where the Services include domain name registration services.

- Part 5 applies to the use of the Client's Cpanel access.

Part 1: General Provisions

Definitions
     In these Conditions, the following expressions will have the following meanings, unless inconsistent with the context:
     "Affiliate"A person, organisation, or establishment indirectly associated with Techniccol Hosting.
"Agreement"
     the agreement between Techniccol Hosting and the Client for the provision of Services formed by these Conditions and the Order Confirmation(s)
"Systems"
     any Software and/or Equipment
     "Associated Company"
     in respect of either party, a subsidiary or holding company of that party or any subsidiary of such holding company
     and the terms "subsidiary" and "holding company" will have the meanings given to them by sections 736 and 736A Companies Act 1985
"Business Day"
     a day which is not a Saturday or Sunday or public or bank holiday in England and Wales
"Business Customer"
     You are a business customer if you are an a commercial entity or an individual (a) registering, using or planning to use the Requested Domain as part of a business trade or profession; (b) at your sole discretion, purchasing a Domain Name for financial or Commercial gain, including, without limitation, for the sole purpose of placing advertisements on the Domain Name; (c) purchased 10 or more Domains and purport to act as a business customer as defined.
"Business Hours"
     10am to 6pm on each Business Day
"Client Materials"
     data, text, images, graphics, videos, logos and other content and material, hardware or equipment provided by the Client in connection with the Agreement for use by Techniccol Hosting in providing the Services
"Client"
     as identified on the Order Confirmation(s)
"Consumer"
     You are a consumer if You are an individual not: (a) registering, using, acquiring, purchasing or planning to use the Requested Domain(s), Hosting package(s) or any other service of Techniccol Hosting as part of a business trade or profession; (b) at Your sole discretion, purchasing a Domain Name(s), Hosting package(s) or any other service of Techniccol Hosting for financial or commercial gain, including, without limitation, for the sole purpose of placing advertisements on the Domain Name(s), Hosting Service(s) and/or any other service of Techniccol Hosting.
"Client System"
     the Client's computer system upon which the Software is loaded or otherwise in connection with which the Services are provided
     "Continuous Payment Authorities"

A CPA agreement is not a Direct Debit. A CPA is a regular payment that You arrange which authorises Techniccol Hosting to take payment from your debit or credit card account. It is not an agreement with your bank or card company.

"Defect"

any defect in systems having a material effect on the Client's use or operation of the Services or any failure by any Ancillary System to comply with any term of

Part 2 of these Conditions

"Domain Services"

those domain registration and other related services (if any) provided to the Client by Techniccol Hosting pursuant to the Agreement, as described on a relevant Order Confirmation

"Email Suspension"

The email package that was purchased or provided to the Client under a package will be canceled and no longer accessible to the Client, prohibiting access to the Client's email account, email mailbox or otherwise from the package or email account created by Techniccol Hosting. The Client will have prohibited access to the following:- IMAP, Webmail, Mobility, ASMTP and POP

"Email Storage Limit for a Business Customer"

Techniccol Hosting shall provide to the Business Customer an agreed amount of Email Storage under the Agreement for the duration of 12 months, depending on the purchasing of the product this storage will differ. The Business Customer may at their sole discretion purchase additional Email Storage up to the maximum capacity of 10GB per mailbox. The Business Customer may allocate the amount of Storage space they wish to use to different mailboxes.

"Email Storage Limit for a Personal account"

Techniccol Hosting shall provide to the Customer an agreed amount of Email Storage under the Agreement for the duration of 12 months, depending on the purchasing of the product this storage will differ. The Client may at their sole discretion purchase additional Email Storage up to the maximum capacity of 10GB per mailbox. The Client may allocate the amount of Storage space they wish to use to different mailboxes.

"Email Un-Suspension"

Techniccol Hosting will un-suspend the Client's email account to grant full access to the mailbox within the 7 day period of suspending the account, or on the 7th day if the Client is back within the Email storage allowance granted under the Agreement, by purchasing or deleting unwanted email content.

"Equipment"

any hardware, cabling and/or other equipment provided to the Client by Techniccol Hosting in connection with the Agreement

"Fees"

the charges due to Techniccol Hosting under the Agreement in relation to the Services, as set out on the Order Confirmation(s)

"ICANN"

Internet Corporation for Assigned Names and Numbers. A California non-profit, public benefit corporation that Techniccol Hosting are an accredited registrar.

"Initial Period"

the period of months from the date of the relevant Order Confirmation or, where different, any other period stated on the Order Confirmation or otherwise.

"Registered Account Holder"

You are the Registered Account Holder if you have purchased a service from Techniccol Hosting for yourself, for a Company or otherwise and control the management of the services. You may grant Techniccol Hosting the permission to store your registered card details for future payments or otherwise. You have the permission to purchase or cancel the Service(s) or any additional Service(s) that you have purchased.

"Techniccol Hosting"

Techniccol Hosting, , whose trading address is NETPark Plexus, Thomas Wright Way, Sedgefield, Co. Durham TS21 3FD

"Intellectual Property Rights"

any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of

registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to the same

"Netiquette"

generally accepted standards and codes of practice for use of the internet including but not limited to sending bulk unsolicited email, mail bombing or impersonating another person, organisation or website

"Order Confirmation"

the order confirmation form(s) submitted by Techniccol Hosting to the Client by email or otherwise in writing for the provision of the Services, in response to the Client's order or request

"Services"

those development, implementation, consultancy, hosting and other services (if any) provided to the Client pursuant to the Agreement, as described on a relevant Order Confirmation, together with any Support Services and Domain Services

"Software"

any communications or other software provided to or made available to the Client by Techniccol Hosting in connection with the Agreement, but excluding Third Party Software

"Support Services"

those support and maintenance services provided to the Client pursuant to the Agreement, as described on a relevant Order Confirmation. The hours 10am to 6pm on each Business Day during which Techniccol Hosting will provide the Support Services, as set out on a relevant Order Confirmation

"Third Party Software"

any software identified as third party software (if any) to be provided to the Client pursuant to the Agreement, as set out in a relevant Order Confirmation

"Use the Software"

to load the Software onto and store and run it on the Client System and/or Equipment in accordance with the terms of the Agreement

Interpretation

- The headings used in the Agreement are inserted for convenience only and are not intended to be part of nor to affect the meaning or interpretation of any of the Agreement.
- In the Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.
- The expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- In the event of a conflict between any of these Conditions and any Order Confirmation, the conflict will be resolved according to the following order of priority: these Conditions then the Order Confirmation.
- The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.
- The Agreement (as varied in accordance with its terms) forms the entire understanding of the parties in respect of the matters dealt within it and
- supersedes all previous agreements, understandings and negotiations between the parties.
- The parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party to it.
- References in these Conditions to clauses mean clauses of these Conditions. References in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.
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Service Provision

- The Services are described or referred to on the Order Confirmation(s). Techniccol Hosting agrees to supply Services to the Client on the following conditions, these conditions are not an offer to provide service but a statement of the terms on which we would provide them.
- Techniccol Hosting will use its reasonable endeavours to provide the Services in accordance with any timescale set out on the Order Confirmation(s), but will not be liable to the Client where, using those endeavours, it fails to meet any timescale.
- Techniccol Hosting will not be liable for any failure to provide the Services resulting from any breach by the Client or its

employees, agents or subcontractors of the Agreement.

- Techniccol Hosting will not be obliged to provide any services not referred to on the Order Confirmation(s). Furthermore, Techniccol Hosting cannot provide the Services where the Client makes use of what in the sole discretion of Techniccol Hosting can be deemed as incompatible communication systems

- The terms of the Agreement form the entire agreement between Techniccol Hosting and the Client in relation to the Services and all other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Client may not rely upon any representation made or given by any employee of Techniccol Hosting prior to the Agreement being entered into unless confirmed in the Agreement.

- Techniccol Hosting reserves the right at any time and from time to time to improve, correct or otherwise modify all or any of the Services (including substituting Software and/or Equipment. Techniccol Hosting will endeavour to give the Client reasonable notice of any such modification, where this is reasonably practicable.

- Without prejudice to its other rights and remedies, Techniccol Hosting may at its sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) and will have no liability to provide the Services on the occurrence of any of the following events:
    - notified or unscheduled upgrade or maintenance of Techniccol Hosting' IT systems;
    - issue by any competent authority of an order which is binding on Techniccol Hosting which affects the Services;
    - if the Client fails to pay any Fees or any other sums owing to Techniccol Hosting by the Client when they fall due;
    - if an event occurs and Techniccol Hosting deem it to be appropriate to terminate the Agreement;
    - if the bandwidth or computer memory used by the Client in relation to the Services exceeds any agreed or stipulated level and Techniccol Hosting determines in its sole discretion that suspension is necessary to protect all and any internet solutions provided by Techniccol Hosting from time to time;
    - if the size of an email, mailing list or cron job used by the Client exceeds any agreed or stipulated size, level or frequency and Techniccol Hosting determines in its sole discretion that suspension is necessary to protect all and any internet solutions provided by Techniccol Hosting from time to time; or
    - failure or deficiencies in the Client System referring but not limited to hardware, server corruption and security breaches
    - failure by the Client to adhere to any of the provisions outlined in Techniccol Hosting's acceptable usage policy.

Where Techniccol Hosting suspends provision of the Services in accordance with the clauses above, it will only be obliged to recommence provision during Business Hours and once the Client has paid all relevant outstanding sums in clear funds together with any relevant reinstatement fee as published from time to time by Techniccol Hosting and has accepted any revised payment terms requested by Techniccol Hosting (such as payment by direct debit).

- The Client will provide to Techniccol Hosting those Client Materials identified on the Order Confirmation(s) within a reasonable time period taking account of the obligations of Techniccol Hosting under the Agreement.

- The Client warrants that the Client Materials will be accurate in all material respects and will not knowingly include material which is illegal, the accessing holding transmitting or supplying of which would be a criminal offence or which is otherwise unlawful or in breach of any applicable law or code of practice applying to such materials. In particular, the Client warrants that all necessary licences, consents and waivers (including those from rights owners, performers and other contributors) are obtained and paid for by the Client. Without prejudice to the foregoing, Techniccol Hosting may decline to use any Client Materials on any reasonable grounds.

- The Client will supply in a timely manner all information, instructions, review and feedback reasonably required by Techniccol Hosting in connection with the performance of its obligations under the Agreement and will appoint a representative who is fully empowered and authorised to provide the same.

- The Client acknowledges and understands that Techniccol Hosting shall verify the email address the Client provides upon registration, upon the purchase of WHOIS Privacy, upon any updates the Client makes, once a year and at any other time Techniccol Hosting deem necessary. In the event that the Client's email address cannot be verified, the Client's domain(s) may be suspended within fifteen (15) calendar days and/or removed from the Client's control.

- The Client acknowledges and understands that Techniccol Hosting shall cross validate postal address information to ensure that it is a legitimate address. In the event that the Client's postal address cannot be verified, the Client's domain(s) may be suspended within fifteen (15) calendar days and/or removed from the Client's control.

Service Delivery

- The Client acknowledges that, given the nature of such services, Techniccol Hosting cannot guarantee that the Services, when delivered via the internet, will be uninterrupted or error free.

- To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services and any Client Systems and Ancillary Systems are provided by Techniccol Hosting to the Client on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind are given in connection with the Agreement including as

to satisfactory quality and fitness for a particular purpose. In particular, Techniccol Hosting gives no warranty or representation that:
- o the Services will meet the Client's requirements;
- o the Services will be provided on an uninterrupted, timely, secure or error-free basis; or
- o any results obtained from use of the Services will be accurate, complete or current.
- Complaints procedures can be seen within the Complaints Policy document.

Client's Obligations
- The Client agrees that it will:

- immediately notify Techniccol Hosting on becoming aware of any unauthorised use of all or any of the Services and/or relevant part of the Client System;

- not use the Services, Ancillary Systems and/or Client System or allow them to be used for any unlawful purpose or for the publication, linking to, issue ordisplay of any unlawful material (including any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches the rights including Intellectual Property Rights of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the Client's country or any other place where the results of such purpose or the material in question can be accessed;

- not use the Services, Ancillary Systems and/or Client System or allow them to be used for the publication, web forwarding, linking to issue of or display of any material which in the absolute discretion of Techniccol Hosting may harm Techniccol Hosting or any of its Associated Companies or clients or bring Techniccol Hosting into disrepute or which calls into question any action taken by Techniccol Hosting on the Client's behalf

- not use the Services, Ancillary Systems and/or Client System or allow them to be used in breach of good Netiquette practices;
  remove or prevent access to any material hosted on any of the Equipment and/or Client System which causes or is likely to cause the Client to be in breach of the Agreement;
- ensure that it has all necessary consents, permissions and licenses to make use of the Services including registration and appropriate consents an approvals under the Data Protection Act 1998;
- not provide any technical or other information obtained from Techniccol Hosting and/or relating to the Services to any person which the Client is aware or ought reasonably be aware may directly or indirectly lead to a breach of any law or regulation;
- ensure that all material or data hosted by Techniccol Hosting on any web site operated by the Client from time to time or communicated through such site or using the Client System is checked for viruses and other harmful code and has appropriate security patches applied;
- save as provided in any Order Confirmation, be responsible for keeping regular and full back ups of all material and data hosted by Techniccol Hosting on any web site or other system operated by the Client from time to time including the Client System and/or Ancillary Systems;
- comply with any security policy notified to it from time to time by Techniccol Hosting and, in particular, ensure that all passwords and user names provided to it by Techniccol Hosting are at all times kept confidential, used properly and not disclosed to unauthorised people. If the Client has any reason to believe that any password or user name has become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way or of any other breach of security then the Client will inform Techniccol Hosting immediately;
- independently monitor its bandwidth in relation to the use of Services and report to Techniccol Hosting any use of bandwidth over and above those agreed or stipulated levels as detailed on the Techniccol Hosting website at the time of purchase.
- be entirely liable for all activities conducted and charges incurred under its passwords and user names whether authorised by it or not and the Client acknowledges that Techniccol Hosting shall not be liable for any loss of confidentiality or for any damages arising from the Client's inability to comply with these Conditions.
- The Client acknowledges that it has appropriate knowledge of how the internet functions, the systems and products provided to it in connection with the Agreement and what types of use and content are and are not acceptable. The Client acknowledges that Techniccol Hosting shall have no obligation to:

  - o train the Client or its staff on its use of the Services or any Ancillary System;

  - o manipulate any material which the Client wishes to and/or does post on any web site or other system it operates (including any Client System) or any communication which it issues or sends in connection with any

    Services; or

- o validate, vet or edit such material for usability, legality, content or correctness.

- The Client will promptly provide to Techniccol Hosting and/or its consultants, employees and agents such information and assistance as they may reasonably
require in order to be able to carry out the Services and, where relevant, deliver and install any Ancillary Systems.

- The Client will procure all necessary rights from third parties (including intellectual property licences of computer software and website content including but not limited to ringtones, and music and any other relevant media which are from time to time required in order for Techniccol Hosting to be able legally to provide the Services.

- If, in Techniccol Hosting's opinion, the Client is in breach of the provisions of clauses then Techniccol Hosting may without prejudice to its other rights and remedies immediately by written notice to the Client:

    - o suspend provision of the Services;

    - o terminate the Agreement.

Techniccol Hosting may also notify appropriate public authorities (governmental or otherwise including the police or other enforcement authority) of any such breach, where it deems necessary.

- Where as part of the Services the Client is entitled (having obtained Techniccol Hosting's prior written consent) to resell the whole or any part of the Services to a third party then the Client will:
    - o procure such third party's compliance with and acceptance of these Conditions;
    - o be fully responsible for the acts and omissions of any such third party; and
    - o indemnify Techniccol Hosting for any losses it suffers as a result of such acts or omissions.
- The Client is required to provide the following details when purchasing WHOIS Privacy:
    - o a. The first and last legal name of the registered domain name owner;
    - o b. The names of the primary name server and secondary name server(s) for the Registered Name;
    - o c. The identity of Registrant including Registrant's telephone and fax numbers (including any relevant extension numbers) and email
address;
    - o d. The original creation date of the registration;
    - o e. The expiration date of the registration.
    - o f. The name and postal address of the Registered Domain name Holder;
    - o g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
    - o h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
    - o i. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the Registered Name.

Payment Terms
- The Fees are payable to Techniccol Hosting subject to the following conditions:
    - o Fees payable monthly or yearly will be paid in advance and will not be refundable in whole or part if the Agreement or relevant part is
terminated during the period to which the payment relates;
    - o additional Fees will become payable if the Client exceeds agreed or stipulated bandwidth use levels. In the event that the Client's monthly data allowance exceeds that specified in the service paid for, Techniccol Hosting do not prevent any further data usage. Instead, customers may be charged the standard rate of £2.00 + VAT at 20% per Gigabyte of additional data used. It is the responsibility of Clients to maintain and monitor their own data usage and no notifications will be sent by Techniccol Hosting in this regard. Clients should be advised that the current quoted rate is subject to change without notice.
- Any total sum for the fees set out in an Order Confirmation is (unless stated in the Order Confirmation to be a fixed and firm amount) an estimate of the
fees only and not a fixed price quotation.
- Any sums payable by the Client to Techniccol Hosting under the Agreement are exclusive of value added tax or any similar taxes, levies or duties, which will be added to such sums and be payable by the Client at the appropriate rate.
- The Client agrees to pay Techniccol Hosting' invoices within 7 days of invoice due date. If invoices are not settled in full by

then, the Client may without prejudice to its other rights and remedies be liable to pay interest on any sum outstanding from the due date for payment at the annual rate of 6% above the base lending rate from time to time of Bank of Scotland plc accruing on a daily basis until payment is made whether before or after any judgement.

- All sums payable to Techniccol Hosting under the Agreement must be paid in full with no set off or deduction.
- Techniccol Hosting will not refund to the Client the cost of registering a domain name after the Client has submitted the application form for a domain name and it
has been registered with the appropriate registrar. This is due to the bespoke nature of domain names.
- Credit and Vouchers
    - Credit and/or vouchers may be provided to Customers as an alternative resolution to a matter or for any other reason, at the discretion of Techniccol Hosting.
    - Credit and vouchers are non-refundable and may not be exchanged for cash or redeemed against the purchase of another voucher.
    - Techniccol Hosting will not accept liability if the credit or voucher has been lost, stolen, destroyed or used without the Customer's consent. Techniccol Hosting will
    not replace the credit or voucher or any remaining balance outstanding on the credit or voucher.
    - Resale, trade, sale or reproduction of a Techniccol Hosting credit or voucher is prohibited. Any attempt to carry out this act may potentially void the
    credit or voucher at Techniccol Hosting's discretion.
    - If the full amount of the credit or voucher is not redeemed in one transaction, the remaining balance will not be credited to the Customer.
    - Techniccol Hosting credit or vouchers may be used to purchase goods or services of a higher price than the face value of the credit or voucher upon
    payment of the difference in value.
    - Techniccol Hosting credit or vouchers will remain valid for a period of 3 months only from the date of issue. Any unused credit or voucher will be void
    upon the expiry of this period.
- Payment Details
    - Techniccol Hosting agrees to notify the Client when the payment will be taken, whether the payment will be taken from the card on a monthly or yearly basis and the amount to be credited each time.
    - If the Client purchases a Service online, Techniccol Hosting shall display the confirmation during the order process on the website and send a confirmation email to the Client. If the Client purchases a Service on the telephone, Techniccol Hosting shall confirm the purchase on the telephone and send a confirmation email to the Client.
    - Techniccol Hosting shall in accordance with the CPA agreement provide the Client with the order confirmation for any services purchased. The Client
    accepts that Techniccol Hosting will send an automated email to the Client each time a payment has been taken from the card. This will constitute as a summary and confirmation of the payment.
    - The Client acknowledges that any Services purchased through Techniccol Hosting will be displayed on the Clients bank statement as Techniccol Hosting and any Services purchased through Techniccol Hosting trading as Techniccol Hosting will be displayed on the clients bank statement as the brand name of Techniccol Hosting.
    - All further payments due will be invoiced to the Client for example extra customisation that won't be payable on a regular basis.

Liability
- The provisions of this clause set out the entire liability of Techniccol Hosting (including any liability for the acts or omissions of its consultants, employees, agents and authorised representatives) to the Client in respect of:
    - any breach of the Agreement; and
    - any representation, statement or torturous act or omission including negligence arising under or in connection with the Agreement.
- Nothing in the Agreement excludes or limits the liability of Techniccol Hosting for death or personal injury caused by the negligence of Techniccol Hosting, fraud or a breach of
section 12 of the Sale of Goods Act 1979.
- Techniccol Hosting will not be liable to the Client in contract, tort, misrepresentation or otherwise (including negligence), for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, or for any loss of profit, loss of business, loss of contract, loss of revenue, depletion of goodwill or otherwise (whether direct or indirect), and whether or not caused by the negligence of Techniccol Hosting or its employees, agents or authorised representatives, which arises out of or in connection with the Agreement is limited to:
    - £500 per breach for loss of or damage to tangible property; and
    - for any other kind of loss, one and a quarter times the amount of sums paid by the Client to Techniccol Hosting

> pursuant to the Agreement (excluding
> VAT and expenses) during the preceding 12 month period.

- o The Client acknowledges that the allocation of risk in the Agreement reflects the price paid for the Services and that it is not within the control of Techniccol Hosting how or for what purposes they are used.
- o Where the Client accesses Techniccol Hosting' services from locations outside the UK, the Client does so, on the Client's own initiative and is responsible for compliance with all and any applicable local laws.

Client Indemnity
The Client will fully indemnify and keep Techniccol Hosting and its Associated Companies, officers, partners, employees and agents fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by it and arising from any of the following:
- o the Client's breach of the Agreement, negligence or other default;
- o the operation or break down of any IT systems owned or used by the Client including the Client System but not the Equipment; or
- o the Client's use or misuse of the Services.

Term and Termination
- o Techniccol Hosting will provide the Services for the period of 12 months from the date of the relevant Order Confirmation or, where different, any other period of supply stated on the Order Confirmation (such period being termed the "Initial Period") and will continue beyond that period, subject to termination by:
  - o the Client upon serving 30 days' written notice on Techniccol Hosting following completion of Techniccol Hosting' prescribed template procedures for terminating the whole or any part of the Agreement (details of which can be obtained from Techniccol Hosting' Customer Services Team); or
  - o Techniccol Hosting serving 30 days' written notice on the Client to expire at any time after the Initial Period.
- o Techniccol Hosting may immediately terminate the Agreement (or at its option, any part of it) by notice in writing to the Client if the Client fails to pay to Techniccol Hosting any sum due under the Agreement on the due date for payment.
- o Either party may terminate the Agreement (or, at its option, any part of it) forthwith by notice in writing serving 30 days to the other if the other party:
- o Where the breach of the Agreement fails (where the breach is capable of remedy) to remedy the breach within 30 days of the receipt of a request in writing to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement;
  - o becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986;
  - o is unable to pay its debts within the meaning of section Techniccol Hosting of the Insolvency Act 1986;
  - o has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order; or
  - o has ceased or threatened to cease to trade.
- o Clients that have purchased the Services as Consumers have the right to cancel the Agreement within 14 days at no additional cost from either (a) the date the contract is formed; or (b) the date that the Client receives confirmation that the contract is formed from Techniccol Hosting or whichever is the later. For the purposes of this clause, the date the contract is formed shall be the date that the Client presses the 'Order' button thereby granting consent that the Service commences.

Consequences of Termination
- o Termination of the Agreement is without prejudice to the rights and duties of either party accrued prior to termination.
- o The clauses of the Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- o Techniccol Hosting will without notice remove the Client's data from its systems and any Equipment following termination. For the purposes of this clause, the date of termination will be either the date that Techniccol Hosting receives authorisation from the Client instructing cancellation of account or the date of expiry of notice of termination served in accordance with these Conditions.
- o Upon termination of the Agreement, the Client will forthwith:
  - o cease to use the Software, Equipment and Services;
  - o erase the Software from the Client System and certify to Techniccol Hosting that this has been done;
  - o return to Techniccol Hosting any hardware or other equipment loaned to the Client in connection with the Services or any other materials and equipment owned by Techniccol Hosting; and
  - o pay all outstanding invoices raised by Techniccol Hosting pursuant to the Agreement and pay for all work in

     progress not previously paid for on a reasonable pro-rata basis (subject to receipt of an invoice for the same from Techniccol Hosting).

- In the event of termination of the Agreement by the Client part way through the Initial Period, the Client remains obliged to pay for Services
comprising the provision of dedicated server hosting for the remainder of that period.
- Where following termination, Techniccol Hosting is unable to cancel any registration of a domain name registered on behalf of the Client, it may levy a minimum charge to cover the cost of the domain registration fee. For the avoidance of all doubt Techniccol Hosting will not refund to the Client the cost of registering a domain name after the Client has submitted a domain name application form, provided that the domain name has been registered with the appropriate registrar. This is due to the bespoke nature of domain names.
- Where the Client services include the purchase of licensing for software by Techniccol Hosting on behalf of the client, in the event of termination of the agreement by the client, Techniccol Hosting are unable to refund any proportion of the software and/or licensing fees incurred.
- Upon registration of a domain name the Client must set up the domain to point to a name server/IP address of their choice. In the event that the Client fails to point the domain to a name server/IP address of their choice Techniccol Hosting may at its discretion point the domain to a Techniccol Hosting IP address displaying the Techniccol Hosting holding page. Clients accept that this page may contain Techniccol Hosting advertisements/marketing material.

Waiver

- The failure or delay by either party in exercising any right, power or remedy of that party under the Agreement will not in any circumstance impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any right, power or remedy under the Agreement will not in any circumstance preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- Any waiver by either party of a breach of or default under any of the terms of the Agreement by the other party is not deemed a waiver of any subsequent breach or default and in no way affects the other terms of the Agreement.

Assignment and Subcontracting

The Client may not assign the benefit or delegate the burden of the Agreement nor sub-license any of its rights under the Agreement (including to its Associated Company) without the prior written consent of Techniccol Hosting. Any consent provided by Techniccol Hosting under this clause is given on condition that the assignee or licensee, as the case may be, agrees to comply with the terms of the Agreement as if they were the Client. Techniccol Hosting may sub-contract or assign any or all of its rights and obligations under the Agreement.

Notices

Any notice to be given or made by either party under or in connection with the Agreement must be in writing and given or made to the other party at its address stated in the Order Form or to such other address as either party may from time to time notify to the other. Every notice, if so addressed, is deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant party, if sent by prepaid first class post, two Business Days after the date of posting and if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post) provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 p.m. on a Business Day, such notice shall be deemed to be given or made at 9.00 a.m. on the next Business Day. Techniccol Hosting may additionally serve notice on the Client under or in connection with the Agreement by email to the Client by sending an email to the contact email address stated on the Order Confirmation(s), and in such a case the email will be deemed sent once transmitted from Techniccol Hosting's email server.

Applicable Law and Jurisdiction

The construction, performance and validity of the Agreement will be governed by English law and the English courts have jurisdiction to settle any disputes which may arise out of or in connection with it.

Part 2: Ancillary Systems Supply Client's Undertakings

The Client undertakes:

- to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- to take good care of the Systems; and
- not to provide or otherwise make available the Software in whole or in part (including program listings, object and source program listings, object code and source code) in any form to any person other than the Client's employees without the prior written consent of Techniccol Hosting.

Copying

The Client may make only so many copies of the Software as are reasonably necessary for operational security and to Use the

Software. Such copies and the media on which they are stored will remain the property of Techniccol Hosting, and the Client will ensure that all such copies bear Techniccol Hosting' proprietary notices. The provisions of Part 2 of these Conditions will apply to such copies as it applies to the Software.

Alterations
- o Except to the extent and in the circumstances expressly required to be permitted by Techniccol Hosting by law, the Client may not:
    - o alter, modify, adapt or translate the whole or any part of the program listings, object and source program listings, object code or source code
      in the Software in any way whatsoever;
    - o permit the whole or any part of the Software to be combined with or become incorporated in any other computer programs; or
    - o decompile, disassemble or reverse engineer the Software;
- nor attempt to do any of these things.
    - o To the extent that the law applicable to the Agreement grants the Client the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other computer programs used by the Client, Techniccol Hosting undertakes to make that information readily available to the Client. Techniccol Hosting may impose reasonable conditions (including a reasonable fee) for doing so. In order to ensure that the Client receives the appropriate information, the Client must first give to Techniccol Hosting sufficient details of the Client's objectives and the other computer programs concerned.
    - o Techniccol Hosting may update their servers if the version used becomes out of date and eventually useless. If the Client's product is effected by this update, Techniccol Hosting has no responsibility to correct the errors free of charge. The Client must pay an agreed price if they wish to complete the update.

Performance
- o The Client acknowledges that:
    - o software in general is not error-free, and agrees that the existence of such errors will not constitute a breach of the Agreement; and
    - o the Systems will operate only in conjunction with the Client System and other operating systems that may be notified by Techniccol Hosting in writing from time to time.
- o Techniccol Hosting will use its reasonable endeavours to check the Software for the most commonly known viruses prior to delivery to the Client. However, the Client is solely responsible for virus scanning the Software and Techniccol Hosting gives no warranty that the Software will be free from viruses.
- o Techniccol Hosting warrants that the Systems will as at delivery be free from material errors which prevent the Client's use of the Services and conform in all material respects with any applicable specification agreed in writing between the Client and Techniccol Hosting. Techniccol Hosting will not be liable for a breach of this warranty:
    - o if the error in question has been caused by any modification, variation or addition to any part of the Ancillary Systems not performed by Techniccol Hosting, their incorrect use by the Client, or use with or in connection with systems with which they are incompatible; or
    - o where the Client does not notify Techniccol Hosting in writing of a failure within 14 days of becoming aware of the same.

Third Party Software and Services
Any Third Party Software is supplied to the Client on the basis of the relevant third party's standard licence terms provided to the Client with the relevant Third Party Software and with which the Client agrees to comply.

Part 3: Support Services

Provision of Support Services
- o Techniccol Hosting will provide the Support Services to the Client upon the terms and conditions set out in this Part 3 and Part 1 of these Conditions.
- o Techniccol Hosting will only be obliged to provide the Support Services during Support Hours.
- o The obligation of Techniccol Hosting to provide Support Services will not extend to:
    - o rectification of lost or corrupted data;
    - o Systems altered, modified or varied by those other than Techniccol Hosting;
    - o attendance to faults arising from the Client's failure to comply with Techniccol Hosting's instructions with regard to the use of the Services or any documentation or manuals provided by Techniccol Hosting, or operator error or omission; or
    - o attendance to faults attributable to the use or interaction of an Ancillary System with other software or

systems with which it is not compatible.

- o Techniccol Hosting may charge its standard employee charge out rates (as published from time to time by Techniccol Hosting, depended on the level expertise required) in addition to the Fees for the carrying out any remedial work.
- o Techniccol Hosting will use its reasonable endeavours to provide the Support Services during Support Hours.
- o Techniccol Hosting will at no additional charge to the Client, initially install the standard operating system Software on to the Client System or, where appropriate, the Equipment. Any re-install will incur a charge, such charge will be detailed on the Techniccol Hosting website.
- o Techniccol Hosting will operate a helpline service to assist the Client and its staff in relation to the Client's use of the Services and the identification and correction of Defects. Assistance via this helpline service may be requested by the Client and provided by Techniccol Hosting, by telephone, e-mail or helpdesk ticket system provided by Techniccol Hosting. The helpline service will be obtained by telephoning and or, e-mailing such numbers or addresses or logging into such ticketing systems, as are notified by Techniccol Hosting from time to time. For the avoidance of all doubt the helpline service can only be obtained by using the preceding methods of contact. Any other method applied or used by the Client or its staff shall not be deemed as a request for assistance and Techniccol Hosting may at its sole discretion choose not to answer such a request.
- o If a Defect occurs, the following procedure will be followed:
  - o the Client will notify Techniccol Hosting of the Defect and provide such information and assistance as Techniccol Hosting reasonably requires in connection with such Defect; and
  - o Techniccol Hosting will analyse the Defect and use its reasonable endeavours to rectify the Defect in question or propose a solution in connection with the same and of being notified of the same.

Part 4: Domain Services Service Provision

- o Techniccol Hosting will provide the Domain Services to the Client upon the terms and conditions set out in this Part 4 and Part 1 of these Conditions.
- o The Client undertakes and warrants to Techniccol Hosting that the registration of any domain name requested by it (a "Requested Domain"):
  - o and the manner in which it is to be directly or indirectly used will not infringe any third party rights; and
  - o is not being made in bad faith or could be considered to be an abusive registration under the ICANN or Nominet dispute resolution policies, whichever is appropriate.

The Client also confirms and warrants that any Requested Domain will at no time whatsoever be used for any unlawful purpose.

- o The Client acknowledges that, whilst Techniccol Hosting will use its reasonable endeavours to register a Requested Domain, Techniccol Hosting will not be obliged to accept any request to register or continue to process any registration of a Requested Domain where such a Requested Domain has not been capable of registration.
- o The Domain Services are limited to forwarding the application submitted by the Client for registration with the relevant naming authority. For the avoidance of all doubt it shall remain the sole responsibility of the Client to verify if the Requested Domain has been successfully registered with the appropriate authority. Upon successful registration, Techniccol Hosting will use reasonable endeavours to notify the Client of any renewal dates; however Techniccol Hosting accepts no liability for the loss of registration of any Domain that has failed to be renewed.
- o Techniccol Hosting makes no representations or warranties (expressed or implied) of any kind (and they are expressly disclaimed) with respect to availability or likelihood of registration of any Requested Domain. The Client acknowledges that Techniccol Hosting cannot guarantee the reservation or registration of any Requested Domain and that the registration of such domain name will be subject to any registration requirements of the appropriate registry.
- o The Client will at all times comply with the terms and conditions (from time to time subsisting) applying to the registration of domain names published by the relevant naming authority (including the domain dispute resolution policy of that authority) and any other authority having similar force.
- o If the Client wishes to transfer ownership of a Requested Domain then it will procure that all necessary consents to that transfer are obtained and will by demand of Techniccol Hosting deliver documentary evidence that all such consents have been obtained. The Client agrees that prior to transferring ownership of a Requested Domain to another person (the "Transferee"), the Client will procure that the Transferee agrees in writing to be bound by the terms of the Agreement. A Requested Domain will not be transferred until Techniccol Hosting receives such written assurances as it requires that the Transferee is bound by the terms of the Agreement.
- o Techniccol Hosting may from time to time change the registrar that a Requested Domain is held with, at its discretion and without notice to the Client.
- o The Client agrees and acknowledges that Techniccol Hosting will make registration information provided by the Client in relation to the Requested Domain available to ICANN, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority. The Client further acknowledges that Techniccol Hosting may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided, for purposes of

inspection (such as through the WHOIS service) or other purposes as required or permitted by ICANN, Nominet and applicable law. The Client consents to any and all such disclosures, whether during or after the term of registration of the Requested Domain. The Client irrevocably waives any and all claims and causes of action arising from such disclosure or use of the domain name registration information by Techniccol Hosting.

Part 5: Customer Cpanel

Service Provision
- 28.1 Products purchased from Techniccol Hosting that involve Cpanel access are NOT provided with the option of additional services such as firewall, backup solutions or server monitoring. The Client is therefore responsible for the back up of data contained on the server; Techniccol Hosting will NOT perform any data backups whatsoever.
- 28.2 Techniccol Hosting will provide support for their Cpanel account by phone or via e-mail between the hours of 10am and 6pm Monday to Friday, excluding bank holidays. Techniccol Hosting will not be obliged to provide support at any other time or by any other means.
- 28.3 Techniccol Hosting will provide the Client with a control panel to manage their products. All management of the product will be performed by the Client through the control panel.
- 28.4 Techniccol Hosting will provide security patching and software upgrades as standard. Software upgrades will be at the discretion of Techniccol Hosting and Techniccol Hosting will not be required to provide notice of such upgrades. Techniccol Hosting will also provide maintenance for the server hardware.
- 28.5 The Client will have the option to request root access to this product. The Client acknowledges that if root access is given the Client will no longer be eligible for security patching, software upgrades, hardware maintenance or technical support. Techniccol Hosting will have no obligations to the Client other than to provision the service in line with the standard server and connectivity specification.
  - 28.6 These additional terms may be amended by Techniccol Hosting at any time and without notice to the Client. Any changes will be published on the website and will be deemed to have been accepted 7 days after publication.