

Terms and Conditions Hosting 15 November 2006

You indicate acceptance of these terms and conditions of service by placing a hosting order with Genzee Ltd. These terms and conditions will not be varied for individual clients.

1 DEFINITIONS

- 1.1 In this Agreement the following words and expressions shall have the following meanings:
 - 1.1.1 "downtime" means any service interruption in the availability to visitors of the Website;
 - 1.1.2 "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;
 - 1.1.3 "Genzee" means Genzee Ltd
 - 1.1.4 "IP address" stands for internet protocol address which is the numeric address for the server;
 - 1.1.5 "ISP" stands for internet service provider;
 - 1.1.6 "server" means the computer server equipment operated by Genzee in connection with the provision of the Services;
 - 1.1.7 "The Services" means web hosting, domain name registration, email and any other services or facilities provided by Genzee.
 - 1.1.8 "spam" means sending unsolicited and/or bulk emails;
 - 1.1.9 "virus" means a computer program that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses";
 - 1.1.10 "visitor" means a third party who has accessed the Website;
- 1.2 Product specifications and details may be found at www.genzee.co.uk.
- 1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders
- 1.4 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2 INTRODUCTION

- 2.1 The Client wishes Genzee to supply and support hosting for the Client as per product ordered.
- 2.2 Genzee provides internet hosting services and has agreed to host the Client's data upon the following terms and conditions.

3 DUTIES

3.1 Genzee shall provide to the Client the Services specified in their order subject to these terms and conditions.

3.2 The Client shall adhere to all the terms and conditions.

4 CHARGES & PAYMENT

4.1 Payment may be made by Cheque or Bank Transfer.

4.2 Genzee currently do not accept card payments, postal orders, cash or any other form of payment other than those outlined in Payment may be made by Cheque or Bank Transfer.

4.3 Genzee shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.

4.4 Genzee do not provide credit facilities.

4.5 From time to time Genzee may make enquiries on the Client's company, proprietor or directors of the Client's company with credit reference agencies. These agencies may record that a search has been made and share this information with other businesses.

4.6 Pro-rata refunds will not be issued for yearly services that are cancelled before the end of the year.

5 IP ADDRESSES

5.1 Genzee shall maintain control and ownership of the IP address that is assigned to the Client as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.

5.2 Where Genzee changes or removes any IP address it shall use its reasonable endeavors to avoid any disruption to the Client.

6 SOFTWARE LICENCE AND RIGHTS

6.1 The Client undertakes that he will not himself or through any third party, sell, lease, license or sublicense Genzee Software.

6.2 Genzee may make such copies of the Client Content as may be necessary to perform its obligations under this Agreement, including back up copies of the Content. Upon termination or expiration of this Agreement, Genzee shall destroy all such copies of the Content and other materials provided by the Client as and when requested by the Client.

7 SERVICE LEVELS AND DATA BACKUP

7.1 Genzee shall use its reasonable endeavors to make the server and the Services available to the Client 100% of the time but because the Services are provided by means of computer and telecommunications systems, Genzee makes no warranties or representations that the Service will be uninterrupted or error-free and Genzee shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2 Genzee carries out data backups for use by Genzee in the event of systems failure. Genzee do not provide data restoration facilities for individual Clients. Even though every effort is made to ensure data is

backed up correctly Genzee accepts no responsibility for data loss or corruption.

8 ACCEPTABLE USE POLICY

8.1 The Website and use of the Services may be used for lawful purposes only and the Client may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Client agrees not to:

8.1.1 use the Services or the Website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

8.1.2 send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

8.1.3 publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the Services or on the Website;

8.1.4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

8.1.5 engage in illegal or unlawful activities through the Services or via the Website;

8.1.6 make available or upload files to the Website or to the Services that the Client knows contain a virus, worm, trojan or corrupt data; or

8.1.7 Obtain or attempt to obtain access, through whatever means, to areas of Genzee's network or the Services which are identified as restricted or confidential.

8.2 The Client has full responsibility for the content of the Website. For the avoidance of doubt, Genzee is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

8.3 If the Client fails to comply with the Acceptable Use Policy outlined in Clause 8.1 Genzee shall be entitled to withdraw the Services and terminate the Client's account without notice.

9 WARRANTIES

9.1 The Client warrants and represents to Genzee that Genzee's use of the Content or the Client Software in accordance with this Agreement will not infringe the intellectual property rights of any third party and that the Client has the authority to license the Content and the Client Software to Genzee.

9.2 All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and

without prejudice to that generality, Genzee shall not be liable to the Client as a result of any viruses introduced or passed on to the Client.

10 INDEMNITY

10.1 The Client agrees to indemnify and hold Genzee and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Genzee arising out of any breach by the Client of the terms of this Agreement or other liabilities arising out of or relating to the Website including, but not limited to, content.

11 LIMITATION OF LIABILITY

11.1 The entire liability of Genzee to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services in the last 12 month period under this Agreement in respect of which the breach has arisen.

11.2 In no event shall Genzee be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Genzee had been made aware of the possibility of the Client incurring such a loss.

12 Suspension

12.1 Genzee shall reserve the right to suspend the account with immediate effect by notice in writing to the Client if the Client fails to make any payment when it becomes due.

12.2 Reactivation of a suspended account will be subject to a £50 re-activation fee.

13 TERM AND TERMINATION

13.1 This Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its intention to terminate the Agreement.

13.2 Genzee shall have the right to terminate this Agreement with immediate effect by notice in writing to the Client if the Client fails to make any payment within 30 days after it becomes due.

13.3 Either party may terminate this Agreement forthwith by notice in writing to the other if:

13.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

13.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

13.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

13.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.3.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.4 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

13.5 On termination all data held in the Clients account will be deleted. No backups will be kept of terminated accounts.

14 ASSIGNMENT

14.1 Genzee may assign or otherwise transfer this Agreement at any time.

14.2 The Client may not assign or otherwise transfer this Agreement or any part of it without Genzee's prior written consent.

15 FORCE MAJEURE

15.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16 SEVERANCE

16.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17 NOTICES

17.1 Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email 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 2 days following the date of posting.

18 ENTIRE AGREEMENT

18.1 This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements,

arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

19 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

20 DOMAIN NAME REGISTRATION

20.1 Genzee will act as the client.s agent when registering Domain names; Therefore the contract for the registration is between the Client and the appropriate Naming Authority and the Client will be bound to the Terms and Conditions of the Naming Authority (a copy of which are available on request).

20.2 Domain names are not deemed to be successfully registered until they appear in the relevant whois database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it Genzee will provide a full refund for that domain name.

20.3 It is the Client.s responsibility to ensure that Domain Names are renewed at the appropriate time before expiration.

20.4 The Client will bear all costs for renewal of Domain Names.

20.5 Genzee will provide no warrantee that the Domain Name requested will infringe the rights of any third party and the Client Indemnifies Genzee in respect of any such infringements.

21 PRIVACY

21.1 To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

22 EMAIL NEWSLETTER

22.1 Genzee communicates with its Clients via email and as such you agree to receive by email our regular newsletter which contains amongst other information, changes to our terms and conditions, notification of major outages, updates to our products & features and special offers.

23 CHANGES TO THESE CONDITIONS

23.1 Genzee reserve the right to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies).

23.2 Changes to these conditions will be published at the following url:
<http://www.genzee.co.uk/hosting/terms.html>