

H22 Media Limited T/A Tangerine

1.1 For the purposes of this contract, except where the context otherwise requires, the following definitions will apply:

“We”, “us” and “our” refers to H22 Media Limited T/A Tangerine:

“The price list” refers to the schedule of charges for the services provided, which we publish along with the explanations, notes and conditions, which it contains;

“Contract” refers to the agreement between you the customer and us which includes the conditions contained in this document, the price list, the completed registration form and, where applicable, the completed site planning forms prepared at the outset of the contract;

“You” and “your” shall be construed to mean the customer, being the person (real or juristic) with whom we make this contract. A person whom we reasonably believe to be acting with the customer’s authority or knowledge shall also be included;

“Data” shall be construed to mean the visual, textual or other information published or otherwise made available (directly or indirectly) on the internet using the service;
“The internet” refers to the global data network, comprised or interconnected networks using TCP/IP (“Transmission Control Protocol/Internet Protocol”);

“Internet standards” refers to the protocols and standards defined in the following internet documents: RFC 1009, 1122, 1123, and 1250 and any future such protocols and standards as appropriate;

“Minimum period of service” is that period of 365 days commencing on the day the registration from is completed.

“Name” refers to the name specifically requested by or allocated to you for the provision of the services; and

“The services” refers to those services provided by us allowing you to gain access to the internet and receive or transmit e-mail, the creation and maintenance of your web-site data, making your website accessible via the internet and, where applicable, any other services and facilities which we may additionally provide and you may use in connection with these services and which are set out in the price list.

1.2 These conditions, the price list, the completed registration form and, where applicable, the completed site planning forms set out the entire agreement between you and us for the provision of the service.

2. Service provision

- 2.1 You are responsible for providing the necessary items of hardware, software or communications equipment, which will enable you to access the internet.
- 2.2 We may temporarily cease service provision for operational reasons, however before doing so we will (except in the case of emergency) give you such notice as is reasonably practicable in the circumstances. Service provision will be restored as expeditiously as reasonably practicable in the circumstances.
- 2.3 The technical specification of the service may be varied by us from time to time.
- 2.4 This contract excludes the provision of telecommunication services necessary for connection to the Internet and any other aspect of the service. You are responsible for making separate application to a telecommunication provider for the appropriate service and for meeting the cost and complying with the conditions imposed in respect of that service.

3. Minimum period of service.

The services are chargeable for a minimum period of service, which commences on the date that you complete the registration form and thereby this contract is formed. It is that period of 365 days counting from the date the contract commences as indicated on the registration form.

4. Charges

- 4.1 You agree to pay for the services at the rates specified in the current price list at the time the contract is formed as indicated by the date on the registration form and any variations to those prices which we may impose from time to time.
- 4.2 Your liability for charges will commence on the date on which you register. You agree to pay the charges either on a monthly or annual basis.

4.2 (1) If you agree to pay 12 monthly charges then this will be in respect of the minimum period of service. Monthly charges as specified in the price list are payable in advance, all other charges are due and payable seven days from the date of the invoice for those services, If any monthly charge is not paid when due the whole of the monthly charges for the balance of the minimum period of service shall immediately become payable.

4.2 (2) If you agree to pay on an annual basis this will cover the minimum period of service. Annual charges are payable in advance. All other charges are payable seven days from the date of the invoice for those services. Annual charges will automatically become due unless written notice is given by you to us canceling the renewal not less than 28 days prior to the renewal date.

4.2 (3) If you enter into a month by month contract you agree to pay the monthly charges in advance as specified in the price list. All other charges are payable seven days from the date of invoice for those services. Month by month contracts may only be terminated by you upon you giving to us a minimum of 30 days prior written notice ending on the last day of the month following the month in which the notice is given.

4.3 All charges for the services are listed exclusive of Value Added Tax, which you must also pay to us at the applicable rate in force at the tax point date.

4.4 We reserve the right to vary any of the charges we make for the service we provide at any time subject to 7 days notice prior to their coming into effect.

4.5 If any sum due to us is not paid when due interest at the rate of 10 per cent per annum shall be payable to us on such outstanding amount from the date the payment was due until payment.

5. Security

5.1 In order to access certain services you will be provided with unique passwords. You are responsible for ensuring that such passwords remain confidential to you. You are responsible for ensuring the proper use of all passwords relating to the services to which they apply and you must take adequate steps to ensure that all passwords remain confidential, secure, used properly and are not disclosed to unauthorised persons.

5.2 If you have any reason to believe that any password has become known to some one not authorised to use it, or if any password is being or is likely to be used in an unauthorised way you must inform us immediately.

5.3 If we have reason to believe that there is likely to be a breach of security or a misuse of any of our services we may change your password for that relevant service and notify you accordingly.

5.4 You agree to comply with any security checks we may operate to ensure the integrity of the services we provide.

5.5 If any of the information you provided when registering for the service changes, you agree to inform us immediately of those changes.

5.6 You confirm and warrant that the information supplied by you on the registration form is accurate and complete.

6. Service use

6.1 If you choose not to use our web site creation and maintenance service, then you are entirely responsible for the creation uploading, maintenance and design of all information on any web site you establish on our web server.

6.2 Whether you create and maintain your own web site or provide information to us in order that we might create and maintain a web site for you, you warrant that the information will not include any material which is (or the accessing of which would be) a criminal offence or otherwise unlawful. In particular, but not so as to nullify the generality of the foregoing sentence, you warrant that all necessary licences and consents (including those from owners of copyrights or performing rights) have been obtained.

6.3 Whether you create and maintain your own web site or provide information to us in order that we might create and maintain a web site for you, you warrant that you accept and will comply with all consumer and other relevant legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which relate to the provision of information and which apply to you or which we inform you of.

6.4 The services we provide to you must not be used in a manner which in our opinion may be:

- A) in a fraudulent manner or in connection with any criminality;
- B) to transmit, receive, upload, download, use or re-use any data which causes offence, is abusive or indecent defames, uses obscene or menacing language, constitutes a breach of any copyright or confidence or right of privacy, or which constitutes an infringement of other rights;
- C) to effect annoyance, inconvenience or unwarranted anxiety;
- D) to transmit advertising or promotional material for which permission has not been obtained from the intended recipient;
- E) in any way which is not in accordance with the acceptable use policies of any connected networks and the internet standards.

6.5 You accept our right to be the sole judge of the propriety or otherwise of any data which you transmit, receive, upload, download, use or re-use, and accept our right to remove any such data from our web site or mail server, or where relevant withdraw the provision of the mis-used service.

6.6 Your use of any Name must not infringe the rights of any person, (whether in statute or common law), nor in a corresponding trademark or name.

6.7 Where another person uses the services provided for your use, with or without your knowledge or approval, fails to comply with the conditions stipulated in any of paragraphs 6.1-6.6 inclusive we can treat such non-compliance as a breach by you of this contract for the purposes of paragraph 8 which we shall apply accordingly.

6.8 In the circumstances where any third party makes or threatens to make any claim or issue legal proceedings against you relating to your use of the services we provide to you, you must inform us immediately and you agree, at our request, to immediately stop the act or acts complained of. Furthermore you must confirm the details of the claim(s) made by any such third party in writing to us.

6.9 In the circumstance where we suspend any service to you for non-compliance with any of paragraphs 6.1-6.6 inclusive, we will not restore it until we receive a written assurance from you, acceptance to us, that there will be no further non-compliance.

6.10 Whether you create and maintain your own web site or provide information to us in order that we might create and maintain a web site for you, you must ensure that your contact details e.g. email address, are included in a clear and legible form on any website so established, in order that any enquiries on it may be properly received. You agree to us disclosing to any person with an enquiry or complaint your contact details if such a person cannot locate these details on your website.

7. Limitations

7.1 This agreement is not a re-seller agreement and therefore the services we provide are solely for your own use. This agreement forbids the re-sale, or attempted re-sale of any of the services provided hereby (or any section or facility of them) to any third party.

7.2 Any rules which we may subsequently issue relating to the operation of a particular service we provide for your use, which may concern health and safety of the quality of the service to other customers, form part of this contract and you agree to observe them.

8. Breach of contract

8.1 The following circumstances shall constitute a breach of this agreement:

- A) Your non-compliance with any provision of this contract;
- B) Reasonable grounds for us to believe that a particular service is being used in a manner prohibited under paragraphs 6 or 7.1 even if you are unaware that the service is being used in a such a way;
- C) Any charges for the service are unpaid when due or rejected;
- D) If bankruptcy or insolvency proceedings are brought against your or if you fail to make any payment under a judgment of a court at its prescribed time, or if you make any arrangement with your creditors, or if a receiver or administrator is appointed over any of your assets or you go into liquidation.

8.2 Any breach of this agreement entitles us to suspend the provision of the entirety of the services we provide to you or terminate this contract (or both) with immediate effect without notice.

8.3 Where we terminate this contract by reason of a breach on your part (as provided in paragraph 8.1) you must pay to us all charges which are due for the services under this contract, including any unpaid charges for the remainder (if any) of the minimum period of service.

8.4 If you fail to comply with this contract and we consequently suspend any of the services we provide to you, you will continue to be liable to pay all charges due for all the services under this agreement during that period of suspension.

8.5 Any delay on our part in acting upon any breach of this contract by you shall not constitute a waiver of the breach nor of our rights in respect thereof. In the circumstances where we waive, or are deemed to have waived, a breach of this contract by you, such waiver shall be limited to that particular breach.

9. Terminating the contract

9.1 This contract or the provision of any service or facility under it may be terminated by:

A) 1 months notice from us to you; or

B) 7 days notice from you to us.

9.2 In the circumstances where we give you notice you agree to pay the relevant charges for all of the services provided up to the expiry of the notice.

9.3 In the circumstances where you give notice you agree to pay the relevant charges for all of the services until the expiry of the notice. However, unless you give notice because of our intention, previously notified to you, to change any of the terms and conditions of this contract to your detriment, you must also pay the relevant charges for all of the services due for any remaining part of the minimum period of service.

9.4 Notice given by you does not avoid any other liability for the services already provided.

9.5 In the circumstances where we give you notice of our intention to terminate the service under paragraph 9.1 we will repay or credit the appropriate proportion of any charges for the services, which you have paid in advance, for a period ending after the notice expires.

10. Liability

10.1 Whilst you may link to other internet networks using a service we provide, you accept that we are not able to be and are not responsible in any way for any telecommunications systems or networks which are not under our control.

10.2 The performance of any of our obligations under this contract will be deemed satisfactory when we exercise the care and skill reasonably required of a competent internet service provider.

10.3 You acknowledge that we have no control over the data which can be accessed on the internet and that our services do not include any examination of the use to which customers put the service or the nature of the data they are sending or uploading. We exclude all liability of any kind for the transmission or reception of all such data of whatever nature

10.4 Whether you create and maintain your own website or provide information to us in order that we might create and maintain a web site for you, we exclude liability of any kind for the data published or otherwise made available by you or any other person on any web site you establish or we establish for you using the services.

10.5 We exclude liability whether in contract, tort (including liability for negligence) or otherwise for the acts or omissions of the providers of telecommunications services for faults in or failures of their apparatus which prevent you from accessing any part of the services we provide.

10.6 We exclude liability whether in contract, tort (including liability for negligence) for loss whether direct or indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

10.7 We exclude liability for any losses whatsoever suffered by any person to whom we have any obligation under this contract where such losses are caused by circumstances beyond our reasonable control including, but not restricted to, lightning, flood, or exceptionally severe weather, fire or explosions, civil disorder, war or military operations, natural or local emergency, anything done by government or other competent authority of industrial disputes of any kind (including those involving our employees).

10.8 Where we are found to be liable in contract, tort or otherwise (including liability for negligence) by a competent authority, you accept that our liability for damages under or in connection with this contract will be limited to the actual amount paid by you to us during the previous 12 months for the provision of the services.

10.9 Each provision of this paragraph 10 operates separately in itself and survives independently of the others.

11. Indemnity

11.1 You agree to indemnify us in respect of all of the costs incurred by us in defending any action or proposed action brought or threatened against us by another person arising from any claims or legal proceedings relating to the use of the service under this contract (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual right infringement).

11.2 You agree to indemnify us in respect of the damages imposed by any competent authority arising from any claims or legal proceedings relating to the use of the service under this contract (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement).

12. Variation of terms and conditions

Subject to 7 days notice, we may vary the terms and conditions of this contract at any time.

13. Assignment.

This agreement is non-transferable.

14. Periods of notice.

Notices given under this contract may be given on-line by electronic mail using the service, or in writing and delivered by hand or pre-paid post to the addresses at the following address:

14.1 To us: H22 Media Ltd, Normanby Gateway, Lysaghts Way, Scunthorpe, North Lincolnshire. DN15 9YG or at any alternative address we may notify to you at any time.

14.2 To you at the address you provide when registering for the service or any alternative address of which you notify us at any time or, if you are a limited company, at your registered office

15 Software

15.1 Copyright subsists in all software and documentation that we supply for your use in connection with provision of the service. Such intellectual property rights remain our property or that of our licensors.

15.2 Unless we grant our consent to you in writing, but not affecting any applicable statutory rights under the Copyright (Computer Program) Regulations 1992, this agreement forbids you, nor must you allow any other person to:

- A) Interfere with the software (including, but not limited to disassembling, reverse engineering, decompiling the software);
- B) make any copy of the software or modify it any way; or
- C) generate any new software partly or wholly based on it.

15.3 This contract grants you a non-exclusive non-transferable licence to use the software and associated documentation to the extent necessary for you to access the services within the United Kingdom.

15.4 The owners of intellectual property rights in any software we provide to you to access the services may impose terms relating to the use of that software for the protection of those rights. You agree to comply with any such terms reasonably required of you.

15.5 Any charges for updates or modifications to any software we provide you will be specified in the price list. Such updates or modifications may be delivered on-line.

16. Names

16.1 You hereby warrant that you are the owner of, or that you have authorisation from the owner for the use of, any trademark or name requested or provided as your name in connection with your use of the services.

16.2 You accept that we are not able to guarantee that any name you request will be available or approved for use by any regulatory body.

16.3 Where any name is unavailable or unacceptable you accept our right to require you to select a different name and that we may suspend the services if, in our opinion, we have reasonable grounds to believe that our existing choice of name is, or is likely to be, in breach of the provisions of paragraphs 6.4 or 6.5

17. Registration of domain names

The following provisions shall apply whether services include or consist of domain name registration services:-

- A) you acknowledge that whilst we shall use our reasonable endeavours to successfully register the requested domain name we shall not be obliged to accept any request to register or continue to process any registration of a domain name.
- B) our obligations in relation to domain name registrations shall be limited to forwarding the application to the relevant name and authority, providing reasonable administration services in relation to the application and notifying the result of the application within a reasonable period after communication from the authority. We will use reasonable endeavours to notify you of any renewal dates. However, we cannot accept any

liability for any use or retention of the domain name which is registered.

C) we make no representations or warranties (express or implied) of any kind (and they are expressly disclaimed) with respect to the availability of likelihood of successful registration of a domain name.

D) it is our responsibility to check the domain name as reported on any documents sent to you such as the invoice, customer information sheet etc. is spelt correctly. In the event of any error you should notify us promptly and, in any event, within 24 hours of receiving such documents.

E) You shall at all times comply with the terms and conditions (from time to time subsisting) for the registration of domain names published by the relevant name and authority and generally to the terms and conditions of any such authority having similar force and to which you may become subject as a result of services provided by us.

F) We may at any time change the registrar on which the domain name is held. You agree to allow us to do so as we see fit and without notice.

G) You agree that in any circumstances where a dispute arises as to the entitlement to the use of any domain name we will be entitled to suspend the use of any domain name as we see fit.

18. Export control

18.1 You agree to comply with any applicable export controls which may be imposed by the United States of America export control regulations or the laws or regulations of another country in respect of any of the materials we may provide for your use in accessing or operating the services.

18.2 Prior to any attempt on your part to re-export any items of US origin to any proscribed destination you agree to obtain written authority from the US Government. Furthermore you agree to comply with any applicable export or re-export laws and regulations of any country applicable to any activities you undertake using the services.

19. Governing Law

All the terms and conditions of this contract shall be construed within the context of English Law. All parties to this contract agree to submit to the exclusive jurisdiction of the English Courts.