

GENERAL

1. TERMS AND CONDITIONS

1.1 All Users of services provided by Numo Limited ("Numo"), 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 (Client) and Numo which shall constitute the entire agreement between Client and Numo and apply to any trading agreement or other contract or arrangement between Client and Numo;

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 and Client.

1.3 The client grants Numo the right to reference their company and projects as a client in such manner as the parties may agree from time to time. The client also grants Numo limited rights of copyright necessary to reproduce and display such parts of the clients' project as have been agreed 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, Numo's total aggregate liability to Client 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 total charges paid by Client in respect of the Project which are the subject of any such claim;

2.2 Numo 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, it shall have no liability to Client for any misrepresentation which may arise in relation thereto except in relation to fraudulent misrepresentations.

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

2.5 Numo's liability shall be limited to using reasonable skill and care in the supply of the Project in accordance with good industry practice. In particular Numo shall not, except in the case of 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 (other than a third party employed or engaged by Numo) 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;

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

2.9 In no event shall we Numo be liable to you Client 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 gives no warranty, representation or undertaking in relation to any third party materials or works unless Numo has appointed such third party as its subcontractor.

3.2 Prior to any selection, use or reproduction by Client of Project, Numo shall, 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 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 Client resources (such as telecommunications, fax, office equipment and space) in the proper performance of Numo's obligations, 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 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 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.

9.4 If the Force Majeure Event continues in excess of 30 days, then notwithstanding any other provisions of these terms and conditions, either party may terminate any Agreements and neither party shall have any further liability to the other.

10. APPLICABLE LAW

10.1 All Agreements shall be governed by and construed in accordance with the laws of England and the parties hereby submit (subject to Clause 11 (Dispute resolution)) to the exclusive jurisdiction of the Courts of England.

11 DISPUTE RESOLUTION

11.1. Without prejudice any rights of either party, 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 Matters in 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 the Client and Numo.

11.2 Nothing in this clause 11 shall prevent either party from initiating such legal proceedings as it considers necessary, notwithstanding that the escalation process has not been initiated or exhausted.

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 Each party 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 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 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;

17. HEADINGS

17.1 Headings are included in these term and conditions and any Agreement for convenience only and shall not affect the construction or interpretation of these term and conditions or any Agreement.

18. EXECUTIVES AND STAFF LIABILITY.

18.1 In no event shall Numo 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 there from 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 may charge additional Fees in accordance with its then prevailing rates:

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

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

19.1.3 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.

19.2 Provided that Numo shall where reasonably practicable notify Client in advance of the likely incurring of such Fees together with a best estimate of the likely Fees to be incurred.

19.3 Invoices shall be issued in accordance with the terms of any Agreement, or if not so specified, monthly in arrears. Each properly raised invoice shall be due and payable 30 days after receipt by Client.

19.4 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;

19.5 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;

20. CONTRACT PERIOD

20.1 Numo applies a contract period of a minimum of 12 months for any services or products supplied by Numo, unless otherwise stated as an exception in the Order of Confirmation. The contract is renewed annually on receipt of payment for continuous service.

20.2 The notice period for an agreed termination of the contract is 90 days by default, unless otherwise stated as an exception in the Order of Confirmation. Notice should be served in writing.

20.3 Termination of a contract may be forced by non-compliance or notice for a breach of terms for a particular service.

MARKETING TERMS

DEFINITIONS

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 The following capitalised terms shall have the meanings set out below:

"Agreement" - means an Agreement and all Schedules and Annexes hereto;

"Intellectual Property Rights" - Any and all copyright and all related rights, neighbouring rights including any rights relating to unauthorised extraction or re-utilisation, design rights, domain name rights and any other intellectual property rights;

"Client Group" - means Client, its parent undertakings and their subsidiary undertakings from time to time as defined in Regulations 3 and 4 of the European Communities (Companies: Group Accounts) regulations, 1992 (SI No 201 of 1992) and "Member of the Client Group" shall be construed accordingly.

"Project" - Shall mean the delivery of the Deliverables as set out in the Project Plan;

"Price" - Shall mean the total agreement price set out in Project plan to an Agreement as may be varied from time to time in accordance with Clause 16 (Changes) and the terms of an Agreement;

"Project Budget" - Shall mean the payment amounts and payment milestones set out in the Project Plan as may be varied from time to time in accordance with Clause 16 (Changes) and the terms of an Agreement;

"Project Personnel" - Shall mean a party's employees agents or sub-contractors who are engaged wholly or partly in the performance of the Project.

"Project Plan" - The timetable and details set out and agreed, as may be varied from time to time in accordance with Clause 16 (Changes) and the terms of an Agreement;

"Retained Rights" - All Intellectual Property Rights relating to the know how, technical or business methodologies applied by Numo in the course of the Project.;

"Purpose" - shall mean the purpose described in the "Project plan" and agreed by the client

"Time and Materials Rate" - means the rates as defined in the Project Budget for consultancy work carried out at the Client's request.

"Deliverables" - Shall mean the items described in Purpose and Project Management

1.2 In an Agreement unless the context otherwise requires:

1.2.1 references to a particular Clause or schedule shall be a reference to that Clause in or schedule to an Agreement, as they may be amended from time to time pursuant to an Agreement;

1.2.2 the headings are inserted for convenience only and shall be ignored in construing an Agreement;

1.2.3 unless the contrary intention appears, words importing gender shall include any gender and words importing the singular shall include the plural and vice versa; and

1.2.4 reference to the words "such as", "include", "including" or "for example" are to be construed without limitation to the words that follow the reference

1.3 To the extent that there is a conflict between:

1.3.1 the terms and conditions in an Agreement (excluding the schedules or attachments); and

1.3.2 any schedule or attachment to an Agreement, then the Agreement (excluding the schedules or attachments) shall prevail over such schedule or attachment to the extent of the inconsistency.

OBLIGATIONS

CLIENT

2.1 Client will co-operate with and act in good faith towards Numo and, on request, undertake such acts and provide such source materials (including those listed in the Confirmation of Order) ("Materials") as Numo are to incorporate into the Project, or as Numo reasonably require to carry out its obligations hereunder.

2.2 In the event that Client does not undertake those acts or provide those Materials required under clause 3.1 above within a reasonable time (and at least within 3 months) of being requested to do so, including without limitation carrying out any changes, modifications or optimisations to Client's web site or other Materials as requested, recommended or required by Numo, Numo shall be entitled to invoice for the remaining Project as if Client had done so whether such are provided or not.

Numo

2.3 Numo shall implement the Project in accordance with the Project Plan

2.4 Numo agrees to provide the Deliverables in accordance with the Project Plan

2.5 Numo undertakes to provide the Project with reasonable skill and care, however Numo shall use all reasonable efforts to maximise search engine rankings for agreed search engine sites but Client acknowledges that Numo cannot give any warranty or representation as to positions within search engines due to the operation of such being out of its control.

3 Numo shall issue invoices:

3.1 in accordance with the Budget Schedule

3.2 In the event that the Project includes pay per- click, miscellaneous online advertising or other search engine placement services which require the payments to third parties and are agreed with Client prior to their implementation, Client shall fully

reimburse Numo for any out of pocket expenses incurred by it in supplying the same.

4 WARRANTIES AND LIABILITIES

4.1 Save to the extent that alterations to the Deliverables have been carried out by the Client or any person other than Numo acting for the Client. Numo warrants that all Numo obligations under an Agreement will be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care in accordance with an Agreement;

4.2 The Client warrants that the Client's obligations under an Agreement will be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care in a first class professional manner in accordance with an Agreement.

4.3 Numo will not be liable for any guarantees or recommendations if the Client or a third party have amended and or changed any part of a Project without the knowledge and agreement of Numo, this includes optimisation and any campaign management.

4.4 Numo cannot guarantee the delivery and performance of third parties that may provide 'pay per click', advertising, affiliate or marketing information and services.

5. TERMINATION

5.1. Numo shall be entitled to immediately restrict, suspend or terminate the Project and Client's use of any Project and or terminate an Agreement upon Client's material breach of an Agreement (including without limitation the non-payment of any sum as and when due) unless Client remedies such breach within 14 days of its occurrence.

5.2 Numo will not be liable in any amount for failure to perform any obligation under an Agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Numo including without limitation Internet outages, communications outages, fire, flood, war or act of God.

5.3 Client may not unilaterally cancel its order of the Project or otherwise terminate an Agreement (except for material breach by Numo of a term of an Agreement) at any time without full payment of the Fees.

5.4 During the course of an Agreement and for a period of 12 months afterwards, Client shall not solicit the staff of Numo or entice them to transfer their employment or services.

DEVELOPMENT TERMS

Definitions

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 The following capitalised terms shall have the meanings set out below:

"Agreement" - means an Agreement and all Schedules and Annexes hereto;

"Intellectual Property Rights" - Any and all copyright and all related rights, neighbouring rights including any rights relating to unauthorised extraction or re-utilisation, design rights, domain name rights and any other intellectual property rights;

"Client Group" - means the Client, its parent undertakings and their subsidiary undertakings from time to time as defined in Regulations 3 and 4 of the European Communities (Companies: Group Accounts) regulations, 1992 (SI No 201 of 1992) and "member of the Client Group" shall be construed accordingly.

"Deliverables" - means the items that are promised to be delivered by particular schedule if such is detailed in the Project plan;

"Project" - Shall mean the delivery of the Deliverables as set out in the Project Plan;

"Price" - Shall mean the total agreement price set out in Project plan to an Agreement as may be varied from time to time in accordance with Clause 16 (Changes) and the terms of an Agreement;

"Project Budget" - Shall mean the payment amounts and payment milestones set out in the project plan as may be varied from time to time in accordance with Clause 16 (Changes) and the terms of an Agreement;

"Project Personnel" - Shall mean a party's employees agents or sub-contractors who are engaged wholly or partly in the performance of the Project.

"Project Plan" - The timetable and details set out and agreed, as may be varied from time to time in accordance with Clause 16 (Changes) and the terms of an Agreement;

"Retained Rights" - All Intellectual Property Rights relating to the know how, technical or business methodologies applied by Numo in the course of the Project.

"Proposal" means the proposal to undertake the Project as the same is annexed to this Agreement

"Purpose" - shall mean the purpose described in the "Project plan" and agreed by the client

"Retained Rights" means those* intellectual property rights *identified in the Proposal as remaining in the ownership of Numo upon completion of the Project.

"Time and Materials Rate" - means the rates as defined in the project budget for consultancy work carried out at the Client's request.

"Deliverables" - Shall mean the items described in Purpose and Project Management

1.2 In an Agreement unless the context otherwise requires:

1.2.1 references to a particular Clause or schedule shall be a reference to that Clause in or schedule to an Agreement, as they may be amended from time to time pursuant to an Agreement;

1.2.2 the headings are inserted for convenience only and shall be ignored in construing an Agreement;

1.2.3 unless the contrary intention appears, words importing gender shall include any gender and words importing the singular shall include the plural and vice versa; and

1.2.4 reference to the words "such as", "include", "including" or "for example" are to be construed without limitation to the words that follow the reference

1.3 To the extent that there is a conflict between:

1.3.1 the terms and conditions in an Agreement (excluding the schedules or attachments); and 1.3.2 any schedule or attachment to an Agreement, then Agreement (excluding the schedules or attachments) shall prevail over such schedule or attachment to the extent of the inconsistency.

2. NUMO OBLIGATION

2.0 Numo undertakes that the Project shall be faithful to the basic conceptualisation of the underlying works, pitch or Proposal (where one exists) and reflect the same standards of quality and integrity.

PURPOSE AND PROJECT MANAGEMENT

2.1 Numo agrees to carry out the Project in consideration of and subject to payment of the Price by the Client in accordance with an Agreement.

2.2 The Client shall appoint a representative (the "Client Project Manager") and Numo shall appoint a representative (the "Numo Project Manager") (together the "Project Managers")

2.3 Notes of meetings with the Client ("Meeting Minutes") shall be kept by Numo and submitted to the Client for its approval

2.4 Approved Meeting Minutes or Approved Steering Committee Reports shall be binding upon the Client and be deemed to be incorporated into an Agreement and may only be varied in accordance with Clause 16 (Change) as a Change unless otherwise agreed by Numo.

3 VALIDATION OF DELIVERABLES

3.1 Any request for a change to a Deliverable beyond the scope of the validation procedure for that deliverable shall be deemed to be a Change for the purpose of clause 16 (Change) and shall be implemented in accordance with that clause.

3.2 The Client acknowledges that once a Deliverable is deemed validated in accordance with this clause, Numo has discharged all of its obligations under an Agreement in relation to that Deliverable.

4. INTELLECTUAL PROPERTY RIGHTS / CONFIDENTIALITY

4.1 In consideration of and upon payment of the Fees in full, all design right, registered designs, trade marks, patents, database rights and confidential information and ideas and all other rights whatsoever of a like nature world wide whether registered or not of whatever nature in material devised, created or commissioned (with exception 4.1.2) by Numo, in supplying the Project and under an Agreement will vest in and belong to Client unless otherwise agreed and specified in writing on the Confirmation of Order or otherwise and signed by both Parties.

4.1.1 Numo grant Client continued royalty free licence to use any application or project upon payment of the Fees in full.

4.1.2 Numo has Retained Intellectual Property Rights to the structure of any application which is not passed to Client unless otherwise agreed and specified in writing and on the Confirmation of Order or otherwise and signed by both parties.

4.2 Client grants Numo a non exclusive royalty free licence to use the Materials for all purposes relating to an Agreement and warrants that it has obtained and is fully entitled to grant Numo these rights and that the Materials are free of racist, defamatory, obscene and other legally restricted material.

4.3 Each party (the "Receiving Party") undertakes to the other party (the "Disclosing Party") that it will keep secret and confidential the terms of an Agreement and any information supplied by the Disclosing Party in connection with an Agreement or the business of the Disclosing Party (including the Proposal) and the Project and shall not disclose or make available such information or part thereof to any third party (except to its own employees and advisers and then only on a need to know basis) without the Disclosing Party's prior written consent PROVIDED THAT this Clause shall not extend to information which was and can be shown to be rightfully in the possession of Receiving Party prior to the commencement of the negotiations leading to an

Agreement or which is in the public domain (other than as a result of a breach of this Clause);

4.4 Receiving Party undertakes to Disclosing Party to indemnify and hold harmless Disclosing Party in full and defend at its own expense Disclosing Party against all costs, damages and losses incurred by Disclosing Party arising out of Numo's permitted use of the Materials or breach by Receiving Party of this clause 5.

4.5 Numo warrants that the Project does not infringe the copyright of any third party.

4.6 Numo shall upon payment by the Client of all sums due under an Agreement assign to the Client all Intellectual Property Rights (other than the Retained Rights which shall remain the property of Numo) in the Deliverables and waives all moral rights in relation to the deliverables to the extent permitted by law.

5 Numo shall issue invoices:

5.1 in accordance with the Budget Schedule

5.2 from time to time in respect of work outside the scope of the Project carried out by Numo at the request of the Client at the Time and Materials Rate or otherwise on Numo's then current time and materials charging basis as set out in the Proposal;

5.3 from time to time in respect of Numo's reasonable expenses incurred under Clause 5.1 (the Client's Obligations) and otherwise in the performance its obligations under an Agreement; and

5.4 as otherwise contemplated by an Agreement

5.5 If Client requires any change or alteration to the Project ("Change"), Numo and Client shall, prior to such change being effective or implemented, agree:

5.5.1 the nature of the Change;

5.5.2 the procedures for implementation of such Change; and

5.5.3 the variation to the Fees.

5.6 Until any Change is formally agreed between Client and Numo, Numo will continue to perform and be paid for the Project as if the Change had not been proposed, unless otherwise requested by Client.

5.7 All and any Changes to the Project shall be reflected and accompanied by appropriate amendments to the Proposal and Fees.

6 THE CLIENT'S OBLIGATIONS

6.1 Make resources available

6.2 The Client shall devote sufficient resources and appropriately qualified Project Personnel for as much time as is reasonably necessary to enable Numo to deliver the Project in accordance with the Project Plan and Payment Schedule and fulfill their obligations under an Agreement.

6.3 Provide information. the Client shall provide Numo with all specialist information relating to the Client's business and target market that Numo reasonably requires in order to perform its obligations under an Agreement.

6.4 Comply with Numo's reasonable directions and cooperate. The Client shall comply with Numo's reasonable directions (including its project management methodology set out in the Project Plan) and otherwise use its best endeavours to cooperate fully with Numo to enable Numo and the Client to deliver the Project in accordance with the Project Plan and Payment Schedule and fulfill their obligations under an Agreement.

7. RISK AND TITLE

7.1 Risk in any reports or information delivered to Client will pass to Client on dispatch and until payment in full has been received in cleared funds by Numo in respect of the Project, title in any physical products delivered to Client shall remain with Numo.

7.2 Client shall take out such insurance as shall be prudent against all risks usually incurred in respect of the Deliverables whilst in its possession or control.

7.3 The Client shall satisfy itself that the implementation of the Project by Numo will be adequate for the purpose of the Client's business.

7.4 Numo does not monitor the content or use of any website owned or operated by or on behalf of the Client notwithstanding Numo's engagement in developing or maintaining such website or content and therefore the Client shall be responsible for all such content and use (including without limitation compliance with laws and regulations).

7.5 The Client shall back up its data and files before any intervention on the part of Numo, and the latter shall accept no liability for the accidental destruction thereof.

8 Numo warrants, represents and undertakes that:

8.1 Numo is capable of validly making the assignment and waiver and

8.2 the possession or use of the deliverables by the Client, in accordance with an Agreement will not infringe the Intellectual Property Rights of any third party.

8.3 Numo shall devote sufficient resources and appropriately qualified Project Personnel for as much time as is reasonably necessary to enable Numo to deliver the Project in accordance with the Project Plan and Payment Schedule and fulfill their obligations under an Agreement.

9 LIMITATION OF LIABILITY

9.1 Except as expressly provided in an Agreement or as prohibited by law (and without limiting liability for personal injury or death arising from Numo's negligence or fraudulent misstatement) the deliverables are provided 'as is' with a three month warranty to allow for de-bugging and the resolution of minor software problems

9.2 Save in respect of fraud or death or personal injury caused by the negligence of Numo, the entire liability of Numo whether in contract or tort, breach of statutory duty, or otherwise, and whether or not arising from negligence on the part of Numo in respect of the project shall be limited to the sums received under the Agreements.

9.3 Except in the case of fraud or death or personal injury caused by negligence of Numo, Numo excludes (to the fullest extent permitted by law) all liability to the client, whether in contract, tort (including negligence), breach of statutory duty or otherwise:

9.3.1 for any loss of profits, loss of sales, loss of business or agreements, loss of goodwill, loss of or wasted management of staff time, loss of use of software or data, loss of anticipated savings or indirect, special or consequential loss that the client may suffer or incur;

9.3.2 for all costs, losses, claims, damages, expenses or proceedings incurred or suffered by the client arising in connection with:

9.3.2.1 any failure by Numo to perform its obligations under an Agreement resulting from any failure of the client to perform its own obligations under an Agreement; 9.3.2.2 a failure of the client's systems;

9.3.2.3 any act or omission of any third party or the goods or services provided by any third party;

9.3.2.4 the introduction of any virus into the client's systems or corruption any of the client's data except where such introduction of a virus or corruption of the client's data results from the negligence or willful misconduct of Numo.

9.4 Numo is not responsible for the protection of content, or for the nature, substance or properties of the data that the client may (or may permit users to use on or introduce into the web site).

11. TERMINATION

11.1 Either party may terminate an Agreement forthwith on giving notice to the other if:

11.1.1 the other commits any serious breach of any term of an Agreement and, in case of a breach capable of being remedied, shall have failed, within thirty (30) days after the receipt of a request in writing so to do (such request to contain a warning of intention to terminate); or

11.1.2 the other party shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets; or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect; or if the other party shall become subject to an administrative order; or shall enter into any voluntary arrangement with its creditors, or shall cease or threaten to cease to carry on business.

11.2 Any termination of an Agreement (howsoever determined) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in an Agreement which is expressly or impliedly intended to do so after termination.

12 TRANSFER

12.1 Neither party shall assign or transfer its rights and obligations under an Agreement without the prior written consent of the other party, except that both parties may assign their rights and obligations to members of their respective Groups without the prior written consent of the other parties.

12.2 Numo may enter into any sub-contract for the performance of its obligations under an Agreement with the prior written consent of the Client, such consent not to be unreasonably withheld or delayed.

13 CHANGES

13.1 The Client may at any time request changes to the Project, Project Plan or Budget Schedule by giving written notice of such request to Numo (each change being a "Change"). The parties agree that any Deemed Change (as defined in clause 13.7 below) shall be regarded as a Change that already been authorised by THE CLIENT under this Clause 13.

13.2 Numo shall indicate as soon as reasonably practicable by notice in writing to the Client the cost and impact of the Change, the terms upon which Numo will perform the Change and Numo's justification for such terms.

13.3 If Numo gives written notice to the Client agreeing to perform the Change upon the terms already agreed between the parties, an Agreement shall be deemed automatically to have been amended so as to include the Change and thereafter Numo shall perform an Agreement upon the basis of such amended terms.

13.4 Numo may make the acceptance of the Change subject to different terms to those already agreed between the parties if the Change substantially alters the Project Plan, Budget Schedule or other terms and conditions of an Agreement. If Numo gives the Client notice of his conditions for the acceptance of the Change the Client shall within 10 working days of the date of Numo's written notice, elect by written notice to Numo whether or not it wishes the Change to proceed. Whether or not the Client agrees to proceed with the Change following the 10 working day notice, the Project Plan shall be deemed automatically to have been accordingly extended.

13.5 If the Client elects to proceed with a Change it shall issue an order of the Change to proceed, which will be duly appended to the Agreement, and which will contain therein all terms and conditions applicable to the Change (in so far as they vary from these terms and conditions). Numo expressly acknowledges that no order to proceed with any Change shall be binding upon the Client unless it is signed by the Client's Project Manager, in which case an Agreement shall be deemed automatically to have been amended so as to include the Change requested by the Client and such terms and thereafter Numo shall perform an Agreement upon the basis of such amended terms.

13.6 Any dispute between the Client and Numo about the necessity of a Change, or the conditions upon which a Change is to be made and Numo's right to reject Changes shall be subject to general clause (Disputes)

13.7 The following events are in each case a "Deemed Change" if they involve a material impact upon the Project, Project Plan or Budget Schedule or any potential performance degradation: (a) the introduction by the Client of a delay in the performance of the Client's obligations or the Client involvement of a third party (such as hosting companies, software editors and telecommunication operators) in the Project at any time during the Project Plan; (b) a failure to perform the Client's obligations under clause 5 (the Client's Obligations) in a timely manner.

14 MISCELLANEOUS

14.1 Waiver of remedies No forbearance delay or indulgence by either party in enforcing the provisions of an Agreement shall prejudice or restrict the rights of that party nor shall any waiver of any breach operate as a waiver of a subsequent breach and no right power or remedy herein conferred upon or reserved for either party is exclusive of any other right power or remedy available to that party and each such right power or remedy shall be cumulative.

14.2 Entire Agreement and Changes - an Agreement supersedes all prior agreements arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of an Agreement. No addition or modification of any provision of an Agreement shall be binding upon the parties unless made by a written instrument signed by duly authorised representatives of each of the parties or accordance with Clause 13 (Changes) or as otherwise contemplated under an Agreement.

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 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.

"Colocation" 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 numo Page 6 of 7 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 non refundable 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; Cancelled 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 shall reside on Numo servers pointing to Numo 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 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 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 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 unauthorized 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 non observance 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 non availability of your Web Site as we think fit;

IN NO EVENT WILL Numo 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 SERVICES OR DOMAINS REGISTERED BY Numo OR ANY 'INFORMATION', EVEN IF Numo 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 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, 22 Lockyer St, Plymouth, Devon, PL1 2QW - Reg No:
0497960

I understand and agree with these terms and conditions;

Sign _____

Name _____

Company _____

Date _____