

Last updated: 02 June 2005

## 1. Definitions

"Service" Products and services provided by Fairweather Web to use to the internet, World Wide Web and e-commerce, including but not limited to e-mail, website design, website hosting, domain name registration.

"Charges" Monthly and annual periodic and one-off payments made to Fairweather Web (or proprietor) by the Customer for use of the Service

"Web Consultancy" The building of Customer's website or online e-commerce store by Fairweather Web

## 2. Terms of Use

Before using Fairweather Web products and services you should read these terms carefully. By using the Service you indicate your agreement to be bound by these General Terms and conditions, whether or not you are a registered user of the Service. If you do not agree to these terms and conditions do not use the Service.

Where you require any additional products or services, Fairweather Web will supply these. These additional products or services may be provided by Fairweather Web or by a third party. Any such additional products or services (whether provided by Fairweather Web or by a third party) may attract separate charges and may be subject to additional or different terms and conditions.

## 4. Customer Obligations

Customer hereby appoints Fairweather Web to act on its behalf with respect to the provision of the Service

### 4.1. User Account, Password and Security

You may receive or may be asked to register a username and password for certain Hosting packages. You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under your account.

### 4.2. Acceptable Use Policy

4.2.1 The following acceptable use policy applies to all uses by you of the Service, including all use of your website built by you or by Fairweather Web and/or hosted by Fairweather Web as part of the service.

Fairweather Web may promptly suspend or block access to your use of the Service if you are in breach, or Fairweather Web has reason to believe you may be in breach, of this acceptable use policy, or any other provision of these general terms and conditions Customer agrees not to...

4.2.1/1 use our Services or your website in any way to send unsolicited commercial e-mail or "spam", or any similar abuse of the Service;

4.2.1/2 send e-mail or any type of electronic message with the intention or result of affecting the performance of any computer facilities.

4.2.1/3 publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or other unlawful material or information via our Service, or on your website;

4.2.1/4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

4.2.1/5 engage in illegal or unlawful activities through the Service or via your website;

4.2.1/6 make available or upload files to your website or to the Service that you know contain a virus, worm, trojan or corrupt data;

4.2.1/7 obtain or attempt to obtain access, through whatever means, to areas of our network or the Service which are identified as restricted or confidential; or transfer material to or from your computer or website which infringes any laws, regulations or the rights of others.

4.2.1/8 nothing must be put on our servers that is against the laws of Scotland or England. In addition Fairweather Web reserves the right to remove material that it finds offensive or believe that others may find offensive, you have full responsibility for the content of your site

4.2.1/9 Fairweather Web accepts no responsibility for the content of websites and reserves the right to close a website if it deems content too be unsuitable. However you will be responsible for providing all information that you require to be placed in your website. Fairweather Web does not take responsibility for any use of logos, pictures, images or other media that you have hosted within your web space. You should ensure that any media held and displayed within your web space does not have legal copyright attached to it and that you have full permission to use this media.

## 5. Fairweather Web's Service Obligations

5.1.1 Fairweather Web warrants that it will make reasonable endeavors to ensure that the services are provided as described in Fairweather Web's website but because the Services are provided by means of computer and telecommunication systems Fairweather Web makes no warranties or representations that the Service will be uninterrupted or error-free.

5.1.2 Customer acknowledges and accepts that no software including without limitation software licensed under this Agreement is bug, interruption or error free and in the event of any such errors, interruption or bugs. Save as expressly set forth in this Agreement, all conditions and warranties, express or implied, statutory or otherwise, (including but not limited to any conditions or warranties as to satisfactory quality or concerning the fitness of the Services or any part thereof for a particular purpose) are hereby excluded. No oral advice or written information given by Fairweather Web, its employees, licensors or the like shall create a warranty; nor shall Customer rely on any such information or advice. If you have asked us to register a domain name then you have authorised us to act as your agent with the registering authority under the Terms and Conditions for that authority. Please see: <http://www.networksolutions.com> (.com .org .net), <http://www.nominet.org.uk> (.co.uk .org.uk), <http://www.inww.com> .com (.org .net), <http://www.centralnic.net> (.uk.com), <http://www.tucows.com>.

5.1.3 Fairweather Web will use reasonable endeavors to ensure that details of the applicant's registration are correctly entered and maintained with the registering authority. Fairweather Web maintain the right to change the registration authority and maintain registrations in a manner that does not conflict with the registration authority's Terms and Conditions.

5.1.4 Fairweather Web will not be held responsible if an incorrect domain name has been registered. It is the customer's responsibility to ensure that correct details are provided to Fairweather Web.

5.1.5 If you have asked Fairweather Web to register a domain name that is not on the Top Level Domain list outline in 5.1.2, please contact us for the Terms and Conditions of that registry, which will apply to the contract. An additional charge will apply.

## 5.2. Data Back Up

5.2.1 Whilst Fairweather Web shall use its reasonable endeavors to ensure that backup copies of the Client's Web Site and all Client data contained in the Web Site are made at reasonable intervals, the Client shall be solely responsible for the backup of such data and Fairweather Web shall not be liable for any damages, loss, costs or other expenses arising out of or in connection with any loss of data by the Client which are due to the failure of the Client or Fairweather Web to back up such data.

## 5.3. Suspension of Services

5.3.1. Fairweather Web may disconnect the provision of Service without liability on its part, and with as much prior notice as reasonably possible (except in the case of paragraph (a) or paragraph (c) below in which case Fairweather Web may do so without prior notice:)

(a) if necessary for operational reasons or for the purposes of carrying out Work at the Premises or maintaining or upgrading the Service or Fairweather Web's System; or

(b) if obliged to comply with an order, instruction, or request of an emergency service organisation or a governmental or other competent authority.

(c) If a customer owes money or has incurred a debt with Fairweather Web.

## 6. Limitation of liability.

6.1 The entire liability of Fairweather Web and the Customer's only remedy arising in respect of any claim in respect of breach of duty, crime or breach of this Agreement, whether or not arising out of negligence, is limited to the fee paid for the Service from which the breach has arisen, in the 12 months prior to the action or event giving rise to the liability.

6.2 In no event will Fairweather Web be liable to the customer for any indirect or consequential loss or damage whatever (without limitation for example loss of business, loss of opportunity, loss of profits) including as a result of disclosure of the Customer's username or password. This shall apply even where such a loss was reasonably foreseeable or Fairweather Web had been made aware of the possibility of the Customer incurring such a loss.

6.3 Fairweather Web's liability to the Customer for the crime of deceit and for death or injury resulting from its own or that of its employees' or agents' negligence while acting in the course of their employment shall not be limited.

## 7. Payment

7.1 In consideration of Fairweather Web's obligations hereunder the Customer shall pay to Fairweather Web (or proprietor) the Charges and any other charges due under this Agreement monthly in advance or annually in advance or as otherwise specified by Fairweather Web. Payment shall be made by the Customer in full, by the payment method specified by Fairweather Web.

7.2 Where an invoice arrangement exists, and in the event of any invoice being unpaid we reserve the right to suspend service after giving two week's written notice to the last known address. Suspension of service will not remove your

liability to pay your account. In addition we will have the right to charge interest at the rate of 3% over the current Bank of England base rate.

7.3 Where a credit card arrangement exists and if a termination or cancellation has not been received and if expiration date on a credit card occurs Fairweather Web reserve the right to automatically change the expiration date.

7.4 If the customer does not pay the fee for any service within 30 days of the invoice date Fairweather Web reserve the right to either cancel the package including registration or change the ownership to Fairweather Web without further notice to the applicant. If the domain name is cancelled for non-payment then it will be come available to others for registration. If the domain name reverts to Fairweather Web then the applicant may negotiate directly with Fairweather Web to regain the domain, however Fairweather Web has no obligation to provide the domain to the applicant.

7.5 All amounts due to Fairweather Web under this Agreement are exclusive of Value Added Tax.

7.6 Fairweather Web reserve the right to alter prices without notifying customers, particularly with regard to domain name register costs.

## 8. Term

8.1. This Agreement will become effective on the date of Customer registration for the Service or the date of a verbal agreement and shall continue for a period of not less than 12 months.

8.2. Following the expiry of the first anniversary, this Agreement may be terminated by either party by providing 60 days written notice at the renewal period with no termination earlier than the contract period.

8.3. Fairweather Web shall have the right to terminate this Agreement by notice in writing to the Customer if any of the following events occur

8.3.1. Customer fails to make any payment when it becomes due to Fairweather Web.

8.3.2. Customer is in breach of any of its obligations under this Agreement

8.3.3. A receiver or liquidator is appointed over the Customer or any of its assets

8.3.4. Customer enters or proposes to enter into any arrangements with its creditors, including voluntary arrangements

8.4 If the Client terminates this Agreement during the contract period other than because Fairweather Web has increased its Charges or materially changed the terms of this Agreement to the Client's detriment, or if the Agreement is terminated by Fairweather Web under 1.6.3 below, the Client must pay Fairweather Web the applicable Charges for the remainder of the contract period.

8.5 Either party may terminate this Agreement or the Service provided under it forthwith by notice to the other if:

8.5.1 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

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

8.5.3 the other fails to pay any Charges when due; or

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

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

8.5.6 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, administrator, administrative receiver, manager, trustee or similar officer is appointed over any of its assets; or

8.5.7 the bandwidth used for traffic to and from the web site is exceeded beyond Fairweather Web's considered acceptable use and is deemed by Fairweather Web to affect the performance of other Client Websites. Notwithstanding any other remedies it may have under these Terms and Conditions or in law, Fairweather Web, in the event that the acceptable bandwidth is exceeded, may elect to charge the Client an additional monthly fee to be discussed with a Sales Consultant at the time

8.8 If any of the events detailed above occur as a result of Fairweather Web's default, Fairweather Web may by giving notice to the Client to disconnect the Service or any part of it without prejudice to Fairweather Web's right to terminate this Agreement. Where the Service or any part of it is disconnected under this paragraph, the Client must pay the Charges for the Service until this Agreement is terminated.

8.9 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights.

8.10 On termination of this Agreement for any reason: Fairweather Web shall have the right immediately to remove any Apparatus from the Premises; and all amounts owing for the Service shall be due and payable in full on demand whether or not then due and Client shall have no right to withhold or set off such amounts; and Fairweather Web may delete all e-mail, Websites, and other data stored on the Service by the Client and re-use the e-mail addresses, domain names not held by the Client and Web-spaces. Fairweather Web shall not exercise this right for six weeks in the case of termination by Fairweather Web other than for breach by Client; and Fairweather Web shall transfer any domain names held by the Client to another ISP at the prevailing domain name transfer charge.

#### 8.11 Consequences of Termination

8.11.1. Upon the termination of any Agreement for any reason whatsoever: the Client shall promptly return to Fairweather Web all copies of the Software in his possession; and Fairweather Web may cease to host the Web Site with immediate effect; and each party shall on request promptly return any documents or papers relating to the business of the other party (including any of the other party's Confidential Information) which it then has in its possession or control.

#### 8.12 Cancellations and Refunds

8.12.1 The Client understands that there is no cancellation or refund policy in place meaning that, from the time the Client provides a credit card payment or signs a service Order or accepts an online order to Fairweather Web, the Client waives any right to cancel or expect a refund for services purchased unless specified otherwise within this document.

8.12.2 Where a service issue arises during the initial set-up period the client is within his rights to request a refund, however Fairweather Web reserve the right to provide a service extension or another product or to resolve the service issue.

8.12.3 Fairweather Web reserves the right to charge for any administration charges relating to cancellation of service.

### 8.13 Assignment

8.13.1. Fairweather Web may assign or otherwise transfer this Agreement at any time. The Client may not assign or otherwise transfer this Agreement or any part of it without Fairweather Web's written consent.

## 9. Renewal

9.1. Fairweather Web will automatically renew the Client's Hosting contract each year after the initial one year contract period unless the Client notifies Fairweather Web in writing at least 60 days prior to the end of the contract period instructing Fairweather Web to do otherwise.

9.2. The Client acknowledges in the event Fairweather Web is not informed at least 60 days prior to the end of the contract period of the Client's wishes not to renew, Fairweather Web will automatically raise and forward an Invoice to the Client for the renewal for a further year. If a credit card or debit card is on file with Fairweather Web, the Client acknowledges that Fairweather Web will automatically take payment via that device.

9.3. If payment is not received via this process (i.e.: credit card or debit card is no longer valid, credit card or debit card has expired, etc.) prior to the end of the contract period, Fairweather Web will inform the Client via fax or letter and the Client acknowledges that the invoice is to be paid prior to the end of the contract period and that Fairweather Web reserves the right to pursue any outstanding invoice through the appropriate legal channels.

9.4. The Client agrees that any Fairweather Web package purchased under a promotion at a discounted price for the first year will be charged at the full price for all subsequent years as set out on the Fairweather Web Price List in force on the commencement date of the current contract period.

9.5. Fairweather Web will use its reasonable endeavors to ensure that the Domain Name, Existing Domain Name, Internet Keyword or any other Fairweather Web product will be automatically renewed after expiry of the initial or any subsequent two year registration period provided always that this Agreement remains in force up to the date of expiry of such period.

9.6. In consideration for renewal of the Fairweather Web package by Fairweather Web and prior to the renewal date, the Client shall pay to Fairweather Web the annual fee set out in the Price List.

9.7. Where a domain is to be renewed Fairweather Web will automatically renew a domain(s) either as part of the overall package or as an individual domain. An annual renewal fee will be applicable as outlined in the price list.

9.8. Whilst Fairweather Web will use all reasonable endeavors to ensure that the Domain Name, Existing Domain Name, Internet Keyword or any other Fairweather Web product is renewed at the relevant renewal date, the Client acknowledges that it is not possible for Fairweather Web to guarantee such renewal and that Fairweather Web shall not be liable for any failure to renew the Domain Name or the Existing

Domain Name.

9.9. The Client acknowledges that in the event the Client fails to remit payment or fails to instruct Fairweather Web not to renew the Fairweather Web package, Fairweather Web reserves the right to renew the Domain Name or any associated Domain Names under its own IPS tag and reserves the right to change the Admin, Technical and Billing contacts to a Fairweather Web representative and that Fairweather Web will, at that point, become the rightful owner of the Domain Name.

## 10. Product Terms & Conditions

### 10.1 Internet Domain Name Registrations

10.1.1. On payment of the appropriate fee by the Client as specified in the Fairweather Web Price List Fairweather Web shall apply for registration of the Domain Name requested by the Client.

10.1.2. The registration of the Domain Name shall, at all times, be subject to the terms and conditions from time to time in force of the relevant naming authority or registration agent which terms and conditions are hereby included into these Terms and Conditions. The terms and conditions of the naming authority and registration agent currently used by Fairweather Web can be viewed online at the following URL's:

10.1.2/1 For International TLD's (.com, .biz, .info, .net, .org, etc.): - <http://www.inww.com/policies/>

10.1.2/2 For UK TLD's (.co.uk, etc.): - <http://www.nic.uk/ref/terms.html>

10.1.2/3 For CentralNic Domains (.uk.com, .uk.net, .gb.com, .gb.net, etc.): - <http://www.centralnic.com/page.php?cid=59>

10.1.3. The Client agrees and acknowledges that Fairweather Web shall not be liable in any way for any acts, omissions, or errors of the naming authority or registration agent in relation to the registration (or non-registration, as the case may be) of the Domain Name.

10.1.4. Whilst Fairweather Web will use all reasonable endeavors to obtain the Domain Name for the Client, the Client acknowledges that Fairweather Web shall not be liable for such registration where the Domain Name is or becomes unavailable for any reason whatsoever.

10.1.6. In the event that the Domain Name requested by the Client is unavailable or becomes unavailable between Fairweather Web's receipt of the Order for registration and the date the application is processed by the registration agent or naming authority, Fairweather Web will offer an alternative Domain Name to the Client and upon the Client's approval of such alternative Domain Name, Fairweather Web shall register that alternative Domain Name in accordance with the provisions of this Clause. For the avoidance of doubt, the unavailability of the Domain Name or any replacement domain name shall not affect the validity of the relevant Agreement or the Client's obligation to pay the charges related to the Service Order.

10.1.7. Fairweather Web shall not be liable for any delay in activating the Domain Name on the Fairweather Web Server nor for any cost incurred by the Client as a result of such delay and the Client's obligation to pay the fees set out in the Service Order shall not be affected by any such delay.

10.1.8. The Client warrants that the Domain Name does not infringe any intellectual property rights of any third party, including but not limited to

trade marks registered or otherwise used by any third party and the Client shall indemnify and keep Fairweather Web indemnified in respect of any loss, damages, costs or other expenses arising out of or in connection with any breach by the Client of this Clause.

10.1.9. The Client agrees, as a condition of any Agreement, to be bound by the dispute policy used from time to time by the relevant naming authority or registration agent, which policy can be found in the terms referred to in this Clause above.

10.1.10. The Client acknowledges that Fairweather Web shall have the right to cancel, disconnect, or transfer the Domain Name at any time upon receipt of a court order or arbitration award requiring such cancellation, suspension, or transfer.

10.1.11. Fairweather Web reserves the right to keep the Clients domain if a client cancels. This domain may be re-sold by Fairweather Web and such monies will be payable to Fairweather Web

## 10.2 Internet Domain Name Transfers

10.2.1. At the Client's request, Fairweather Web shall host an Existing Domain Name owned by the Client (the "Existing Domain Name") always provided that the Client shall be solely responsible for the transfer of the Existing Domain Name to the Fairweather Web server on or after the receipt of the Service Order and for any fees payable to any third party in relation to such transfer. In order to effect the transfer, the Client shall request his current ISP or any other relevant third party:

10.2.1/1 in the case of UK TLD's to modify the IPS Tag as required by Fairweather Web; and

10.2.1/2 in the case of international TLD's to replace the name servers, admin, technical and billing contact with the relevant details per Fairweather Web's instruction.

10.2.2. The Client acknowledges responsibility for the transfer to Fairweather Web or duplication of the Client's website before the domain name is released from the previous ISP and, in the event that the website is lost as a result of the transfer, the Client agrees to provide Fairweather Web with a copy of the website to be uploaded on the Client's web space and that the Client will not hold Fairweather Web liable for any loss whatsoever of any of the Client's material in the transfer process.

10.2.3. On termination of this Agreement, the Client may transfer the Domain Name or any Existing Domain Name to any third party server subject to completion by the Client of a transfer form and payment by the Client of the transfer fee set out in the Price List in force at the time of termination

10.2.4. Fairweather Web shall not be liable for any delay in such transfer and the Client's obligation to pay the fees set out in any Service Order shall not be affected by any such delay.

10.2.5. Fairweather Web reserves the right not to release the Domain Name or the Existing Domain Name to another ISP or naming authority if the Client, at the time of termination, is in breach of any of the Client's obligations including

payment of any outstanding fees relating to the Domain Name in question, including transfer fees.

### 10.3 Web Hosting

10.3.1. The Client agrees to comply with this Web Hosting related Acceptable Use Policy ("AUP") as part of the Client's agreement with Fairweather Web. By using the Fairweather Web web hosting facility, the Client agrees to comply with this AUP, and Fairweather Web may terminate the Client's account and/or withdraw this facility and any other facilities associated with Fairweather Web's services (in either case in whole or in part) should the Client fail to comply with this policy.

This policy has been written on a common sense basis and has been designed to protect the interests of those companies and individuals who wish to benefit from what the Internet has to offer and:

10.3.2 the Client may not maintain web space above that limit in which the Client has contracted. The Client is prohibited from maintaining a mailbox above the specified storage size as dictated by the Fairweather Web Package specified on the Service Order. The Client should ensure that unneeded e-mail is periodically deleted so that the Client does not exceed the mailbox limit. If this limit is exceeded, the Client may not be able to receive mail; and

10.3.3 while it is acceptable for the Client to extend the amount of CGI scripts provided by Fairweather Web, it is understood that no support can be offered for third party scripts. Any additional CGI scripts found to be functioning in an offensive or destructive manner or found to be using excessive processing power or memory will be removed from the website without notice and the Client accepts that Fairweather Web reserves the right to remove any CGI scripts that, in Fairweather Web's opinion, are causing or could cause a detrimental effect on Fairweather Web's systems or to other users of the internet; and...

10.3.4 the Client may be issued with a user name and password in order to access the account. The Client must take all reasonable steps to maintain the confidentiality of this user name and password. If the Client reasonably believes that this information has become known to any unauthorised person, the Client agrees to immediately inform Fairweather Web and the password will be changed; and..

10.3.5 the Client is responsible for all use and content of the Client's hosted space. Fairweather Web does not accept responsibility for any content that the Client places on to the Client's hosted web site. Fairweather Web reserves the right to investigate suspected violations of the AUP. When Fairweather Web becomes aware of possible violations, an investigation may be initiated, which may include gathering information from the Client and the complaining party, if any, and examination of material on Fairweather Web servers. Much of the AUP reflect acts that may constitute breaches of legislation or regulations and may in some cases carry criminal liability; and

10.3.6 during an investigation, Fairweather Web may require the Client to divulge information relating to its activities and how they may have impacted on Fairweather Web's services so as to compromise the security or tamper with Fairweather Web's system resources or accounts on Fairweather Web computers or at any other site. Use or distribution of tools designed for compromising security is prohibited. Examples of such tools include: password-guessing programs, cracking tools or network probing tools; and

10.3.7 unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. The Client may send advertising material only to addresses that have specifically requested it.

Fairweather Web will not forward mail to the Client if the account was terminated for bulk mailing or unsolicited advertising. Violations of this AUP can sometimes result in massive numbers of e-mail responses. If the Client receives so much e-mail that Fairweather Web resources are adversely affected, Fairweather Web may shut down the Client's account; and..

10.3.8 clients for whose web pages are generating Internet traffic above that level for which has been contracted, the Client will be informed and offered the opportunity to upgrade the capacity of the web space for a fee outlined in the Fairweather Web Price List; and

10.3.9 Fairweather Web will investigate complaints regarding inappropriate material and content on its network and may, at Fairweather Web's sole discretion, require that the material be removed or otherwise take action as outlined above. Criteria for determining whether a page is inappropriate include the system resources consumed by the page and applicable laws; and

10.3.10 the Client may not use World Wide Web pages within or outside Fairweather Web's network to violate any part of Fairweather Web's General Usage Policies, or to attempt to disrupt the content and sites or Internet experiences of other users; and

10.3.11 reselling Fairweather Web hosted web space is expressly prohibited; and

10.3.12 Fairweather Web reserves the right to remove any web page (in whole or in part) on Fairweather Web's servers, at any time and for any breach of this policy. Fairweather Web will not accept any responsibility occasioned for any loss caused as a result of such removal; and..

10.3.13 Fairweather Web will provide access to the Client's web space on its servers for uploading of the Client's third party designed websites. Fairweather Web will provide assistance to the Client in so much as completing the uploading of any such website. The Client acknowledges that because there are so many design packages available on the market, and the numerous methods of web design, Fairweather Web does not guarantee that the Client's website will function correctly when uploaded to the Fairweather Web server. Though Fairweather Web may make efforts to assist the Client in remedying these instances, the Client acknowledges that Fairweather Web will in no way be responsible for providing a remedy to fix the Client's site. The Client acknowledges that Fairweather Web cannot, under any circumstances, offer assistance with respect to third party CGI scripts not directly provided by Fairweather Web.

10.3.14 Fairweather Web reserves the right to amend, alter or modify this policy at any time and in any manner. Fairweather Web may notify you by e-mail of this, but the Client agrees to review the policy regularly and the Client's continued use of the Service two weeks after any change will constitute acceptance of the change.

#### 10.4 Website Construction

10.4.1. Fairweather Web shall assist the Client with the construction of and/ or development of a simple Web Site in accordance with the options selected by the Client on the Service Order.

10.4.2. On Fairweather Web Packages that include a web site construction option, the following options are available:

10.4.3. Fairweather Web will provide the Client with access to the Fairweather Web web space as specified below.

10.4.4. Upon payment of the appropriate fee, Fairweather Web shall allocate to the Client web space on its website server as defined by the Fairweather Web package as outlined on the Service Order on which the Client's Web Site may be hosted.

10.4.5. Fairweather Web will post Web sites that are under development to a client section of the main Fairweather Web site for reviewing by the Client until all outstanding monies are paid whereby the finished Web site will be transferred to the correct domain.

10.4.6 When payment has been made in full in compliance with Fairweather Webs payment terms and conditions, the client is free to copy the content of the Web Site for the purpose of back up, alteration or transfer to another Host. The client does not own any source files used to create the design, graphics or text on the Clients web site. These files include but are not restricted to Flash Source files, Graphics files, ASP Development files, Database files, interim site maps and Custom controls.

10.4.7. Whilst Fairweather Web shall use all reasonable endeavors to ensure that the Web Site can be accessed by users of the Internet at all times, the Client acknowledges that it is technically impossible to provide such access free of fault at all times and Fairweather Web does not undertake to do so. Fairweather Web expressly reserves the right to suspend availability of the Web Site for the purpose of necessary or scheduled maintenance. Access to the Web Site may also be adversely affected by conditions and performances outside Fairweather Web's control, including without limitation the breakdown of transmission and telecommunication links.

10.4.8. The Client is responsible for supplying to Fairweather Web the materials which the Client would like to be included in the building of the website. Fairweather Web may reproduce, as well as digitally manipulate the materials in the course of building the Website and the Client confirms that Fairweather Web is allowed to do so. Fairweather Web reserves the right to reject any part of the material submitted if it is deemed unsuitable for inclusion within if they violate any aspect of the Fairweather Web's Acceptable Use Policies.

10.4.9. The Client acknowledges that the volume or type of material submitted must be commercially realistic for Fairweather Web to build the website within the defined scope of work. The Client accepts that Fairweather Web may, at its discretion; decline to perform the service if the expectation of the Client exceeds the scope of work as defined on the Service Order.

10.4.10. The Client accepts that Fairweather Web will not be responsible for holding design material for more than one month from date of completion and uploading of the website to the Client's web space. The Client must write to Fairweather Web on its company letterhead instructing how and when to return the design material along with a self-addressed postage paid envelope before the expiration of the one month period if the Client desires the material to be returned.

10.4.11. Per the Client's request, Fairweather Web will include links to other web sites and the Client acknowledges that Fairweather Web will not make any independent enquiry into those links. The Client confirms that the creation of those links is authorised by the owner/operator of the linked site and that the linked sites does not conflict with Fairweather Web's Acceptable Use Policies.

10.4.12. The Client acknowledges that Fairweather Web reserve the right to add Clients web sites to the Fairweather Web portfolio. This may include a link to the Clients Web Site on the main Fairweather Web Site.

## 10.5 Website Statistics Package

10.5.1. The Client acknowledges that the Fairweather Web Statistics Package is a tool designed to provide the customer with an indication regarding the performance of the Client's website and that Fairweather Web will not be liable for any generated reports that do not accurately reflect the true statistics.

10.5.2. The Client acknowledges that any updates to the website that involve uploading to the current website in which the Statistics Package relates could overwrite the code that drives the statistical reports and that it is the Client's responsibility to ensure that after each upload, the statistics package has not been overwritten and in the event it has been overwritten, Fairweather Web will not be responsible for the loss, whether of information or financial in nature, incurred by the Client.

10.5.3. The Client acknowledges that the Statistics Package is sufficient for websites that receive less than 30,000 hits per year and that Fairweather Web has the right to cancel, disconnect, or instruct the Client to pay an additional fee for the Statistics Package in the event this restriction is broken.

10.5.4. The Client acknowledges responsibility for downloading the statistics compiled by the Statistics Package at least every two months and that Fairweather Web will not be responsible for savings statistics any longer than three months.

10.6 Online Control Panel (where an appropriate hosting package has been purchased)

10.6.1. The Client acknowledges that the Online Control Panel is designed to provide the Client with increased usability with respect to the management of the Fairweather Web account and that from time to time the Control Panel may not reflect with complete accuracy of account related information.

10.6.2. The Client acknowledges that only authorised account users are to have access to the Control Panel and that Fairweather Web shall be indemnified against any loss or damage incurred by the customer with respect to misuse of the Control Panel.

## 10.7 Search Engine Submission

10.7.1. On request, Fairweather Web will submit the Clients web site to an third-party automated submissions web site. This service is subject to a one-off fee that shall cover 12 submissions, i.e, 1 submission per month.

10.7.2. This Service is not automatically renewable although Fairweather Web may contact the Client after the service has completed.

10.7.3.1. The Search Engine Submission Service includes assistance in the creation and addition to the Clients Web site, of Search Engine META data including Keywords and Web Site Description.

10.7.3.2 Fairweather Web will provide a monthly report to the Client of the submission status...

10.7.3.4. Fairweather Customers should note that we cannot guarantee listings on all search engines as each search engine has varied listing criteria. for instance search engines such as Google, Wanadoo and AOL use spidering technology and we do not guarantee a listing in these services however you have an increased likelihood of listing following your ranking on the other major engines included in this package. Fairweather Web reserve the right to change the

partner search engines with no notice to customers to ensure that Fairweather Web are able to keep ahead of search engines updating their search engine technology.

10.7.3.5. Actual placement in a Search Engine is dependent upon the key words and phrases used as described by the customer. Fairweather Web cannot guarantee that a customer will be ranked in any specific position in any search engine.

## 11. General

11.1. Fairweather Web may update or amend these General Terms at any time. Fairweather Web will communicate changes to the Customer via the website.

11.2. This Agreement and any documents expressed by this Agreement to be incorporated herein constitutes the entire understanding between Fairweather Web and the Customer and save in respect of fraudulent statements supersedes all prior agreements, arrangements, understandings and representations (whether oral, written or otherwise) made by or between Fairweather Web and the Customer.

11.3. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Scotland and England.

11.4. 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.