

t2 Studios Limited USER AGREEMENT FOR WEB HOSTING SERVICES

This User Agreement for Web Hosting Services (the "Agreement") is effective 2010/2011,

BETWEEN: **t2 Studios Limited** (the "Provider"), a company registered in England No.: 3546793, Registered office: Manufactory House, Bell Lane, Hertford SG14 1BP England UK, VAT No.: 706 6089 30, with its head office located at:

New Media House, 79a Broadway, Peterborough, Cambridgeshire, PE1 4DA

AND: **You**, the company, organisation or individual using the services outlined in this agreement (the "Customer")

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

THIS USER AGREEMENT governs the terms of the use by the Customer of hosting services offered by t2 Studios Limited ("the Provider").

Customer agrees to receive access to the Provider hosting services according to the following terms and conditions:

1. DEFINITION OF DUTIES

Customer acknowledges and agrees terms under this Agreement are for web site hosting services made available by Provider. Provider is not responsible for Customer site maintenance, changes, modifications, HTML coding, scripting, or programming, now or in the future.

2. COMPENSATION

Customer hereby retains Provider and Provider hereby agrees to provide web site hosting for Customer according to the following terms:

Network uptime 100%**

Hosting uptime 99.9% **

Basic Support within standard business hours 8.30am to 5.30pm*

24hr email support (admin@t2studios.net)*

Emergency telephone support (via account manager)*

*Response within 24hrs

**Where DNS is under the management of t2 Studios and technical partners.

3. PAYMENT FOR SERVICES

- (1) Customer will pay for services provided under this Agreement by invoices submitted to Customer by Provider. When initiating service, Customer will be charged the published set-up fee for the service plan selected, as well as a prorated partial month charge according to the service plan for the number of days remaining in the calendar month from the time of initiation of service until the end of the month in which service is initiated.
- (2) On or about the due date of every year thereafter, Customer will be invoiced for yearly payment for services according to Provider's published schedule. If this Agreement is terminated on some day other than the last day of the month within the current year, Customer will be obligated to pay for only the pro rata.

4. LATE PAYMENT

Customer shall make full payment for services within thirty days of invoice. Provider imposes finance fees for any account that is more than 45 days past due. At 15 days past due, the account will be locked leading to loss of service. Locked accounts will be unlocked only upon receipt of all payments due and additional unlocking fee.

5. TERM

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least sixty days' written notice to the other party. If either party is in default under this Agreement (including non-payment), then the non defaulting party may also immediately terminate the Agreement without prior notice to the other party. This Agreement will automatically renew for successive 12 month periods unless cancelled in writing prior to the monthly renewal date.

6. COMPLIANCE WITH THE LAW

Customer will use the services offered by Provider in a manner consistent with all applicable local, European and UK law and regulations.

7. PROHIBITION OF PUBLICATION OF CERTAIN MATERIAL

Customer shall not knowingly or unknowingly submit to Provider for publication any of the following material (including pictures, links, or any other content):

- (a) any material which violates or infringes any copyright, trade mark, trade secret, patent, statutory, common law or other proprietary rights of others;
- (b) any material that is libelous or slanderous;
- (c) any material which is or contains anything obscene or pornographic; or
- (d) distribution lists to be used via unsolicited electronic mail or other mass electronic mailings.

Due to the public nature of the Internet, all material submitted by Customer for publication will be considered publicly accessible. Provider does not screen in advance Customer's material submitted to Provider for publication. Provider's publication of material submitted by Customer does not create any express or implied approval by Provider of such material, nor does it indicate that such material complies with the terms of this Agreement.

8. LIMITATION/DISCLAIMER OF LIABILITY

- (1) Provider is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider or its customers may utilize.
- (2) Provider does not represent or warrant to Customer that Customer will receive continual and uninterrupted service during the term of this Agreement. In no event shall Provider be liable to Customer for any damages resulting from or related to any failure or delay of Provider to provide service under this Agreement if such delays or failures are due to strikes, riots, fire, inclement weather, acts of God, theft or vandalism or other causes beyond Provider's control, as defined by standard practices in the industry. Such failure or delay shall not constitute a default under this Agreement.

9. INDEMNITY

Customer agrees to defend, indemnify and hold Provider harmless from and against any and all claims, losses, liabilities and expenses (including lawyers' fees) related to or arising out of the services provided by Provider to Customer under this Agreement, including without limitation claims made by third parties (including Clients of Customer) related to any false advertising claims, liability claims for products or services sold by Customer, claims for patent, copyright or trade mark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by Customer for publication by Provider, but excluding those related to the negligence of Provider.

10. RESALE OF PROVIDER'S SERVICE

Provider does not allow, approve nor authorize Customer to act as a "reseller" of the services provided by Provider to Customer. Customer's obligations shall apply to any and all claims made against Provider which arise out of the unauthorized resale of Provider's services.

11. IP ADDRESSES

Provider maintains control and any ownership of any and all IP numbers and addresses that may be assigned to Customer and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses.

12. FILE BACK-UP

Provider is not responsible for Customer's files residing on Provider's servers. Customer is solely responsible for independent back-up of data stored on Provider's servers.

13. WARRANTIES BY PROVIDER

Provider represents and warrants to Customer that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any local, European and UK law and regulations. However, Customer will not determine or exercise control as to general procedures or formats necessary to have these services meet Customer's satisfaction.

By using the aforementioned services you agree to the terms and conditions as outlined in this agreement.