

GROVEWEB - TERMS AND CONDITIONS

The following terms of business apply to all new and existing customers:

1. DEFINITIONS

- 1.1. "We" and "us" refer to GroveWeb.
- 1.2. "You" refers to a customer.
- 1.3. "Web Site" means the area on the Server allocated by us to you for use by you as a site on the Internet.
- 1.4. "Server" means the computer server equipment operated by us in connection with the provision of Web related services.
- 1.5. "Hardware" means the equipment, cabling and systems provided by us in connection with any services.
- 1.6. "On site services" means work carried out at your premises or those of your employee's or clients'.
- 1.7. "Remote administration" means work carried out via RDP or other remote applications on your systems.
- 1.8. "Goods" means hardware or software items that are supplied by us for your sole use.

2. DOMAIN NAME REGISTRATION

- 2.1. We do not warrant or guarantee that the domain name applied for will be registered in your name or is capable of being registered by you. Accordingly, you should take no action in respect of your requested domain name(s) until you have been notified that your requested domain name has been registered.
- 2.2. The registration of the domain name and its ongoing use is subject to the relevant naming authority's terms and conditions of use and you are responsible for ensuring that you are aware of those terms and conditions and can and do comply with them. You irrevocably waive any claims you may have against us in respect of the decision of a naming authority to refuse to register a domain name and, without limitation agree that the administration charge paid by you to us shall be non-refundable in any event.
- 2.3. We will not be held responsible for loss of a domain name should the domain name not be renewed by you and paid for in full prior to its expiration date.
- 2.4. We accept no responsibility in respect of the use of a domain name by you and any dispute between you and any other individual or organisation regarding a domain name must be resolved between the parties concerned and we will take no part in any such dispute. We reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority.
- 2.5. When registering a domain name for the first time or transferring a domain name to our services, you agree to pay for the minimum term for the registration as set by the relevant naming authority. This will not be refundable and we recommend that you check all spellings carefully to avoid any errors.
- 2.6. All domain services must use our DNS servers. Once a domain is moved from our DNS servers, the services on that domain will be cancelled. If at some future time the domain is restored to our DNS servers then we reserve the right to charge a setup fee.
- 2.7. We will not action any domain transfer requests unless all outstanding balances on your account are paid in full.

3. WEB SITE HOSTING/EMAIL/SPAM or VIRUS FILTERING

- 3.1. We specifically exclude any warranty as to the accuracy or quality of information received by any person via the Server and in no event will we be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server and we recommend that you keep regular backups of any data held by us.
- 3.2. You warrant to us that you will only use your assigned Web Site for lawful purposes. In particular, you further warrant and undertake to us that:
 - 3.2.1. you will not, nor will you authorise or permit any other party to, use the Server in violation of any law or regulation;
 - 3.2.2. you will not knowingly or recklessly post, link to or transmit:
 - 3.2.2.1. any material that is unlawful, threatening, abusive, harmful, malicious, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way; or
 - 3.2.2.2. any material containing a virus or other hostile computer program;
 - 3.2.2.3. you will not post, link to or transmit any material that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction; and
 - 3.2.2.4. You will conform to the standards made available by us from time to time and will not yourself, and will ensure that none of your end users, make excessive or wasteful use of the Server to our detriment or that of our other customers.
- 3.3. You are responsible for sending mail in accordance with any relevant legislation (including data protection legislation) and for sending the same in a secure manner. We will take all reasonable steps to ensure accurate and prompt routing of messages but we will not accept any liability for non-receipt or misquoting or any other failure of email.
- 3.4. You warrant, undertake and agree that you will keep secure any identification, password and other confidential information relating to your account and you will notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information.
- 3.5. Whilst we shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers.
- 3.6. Bandwidth per domain will be limited to the amount per month shown on our website for your hosting package; extra bandwidth will be charged at the current rate, available on request from us.
- 3.7. In cases where we have designed a website or webpage, we reserve the right to use said designs in our portfolio, at our sole discretion.

4. ON SITE SERVICES

- 4.1. Travel charges to and from the place of work will be chargeable on a pence per mile basis unless agreed in writing prior to the works being carried out.

- 4.2. Time spent on site will be charged on an hourly basis. Part hours will be rounded up to the nearest full hour. A minimum invoice charge of £75 plus travel will be applied in all instances.
- 5. REMOTE ADMINISTRATION**
- 5.1. This will be charged at an hourly rate and will be subject to a minimum invoice charge of £75. Part hours will be rounded up to the nearest full hour.
- 6. GENERAL TERMS AND CONDITIONS SERVICE AVAILABILITY**
- 6.1. We shall use reasonable endeavours to provide continuing availability of the Server and the Services but we shall not, in any event, be liable for Service interruptions or down time of the Server.
- 7. INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS**
- 7.1. You are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations in respect of the Services, including without limitation, clearance and/or consents in respect of your proposed domain name and merchant services agreements between you and the relevant banks in respect of your operation of an Online Store
- 8. INDEMNITY**
- 8.1. You agree to indemnify and keep indemnified and hold us on demand harmless from and against any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Server, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by us in consequence of your breach or non-observance of these terms of business.
- 9. TERMINATION**
- 9.1. We may terminate this agreement forthwith if you fail to pay any sums due to us as they fall due.
- 9.2. We may terminate this agreement upon written notice if you breach any of these terms and conditions and you fail to correct the breach within seven (7) days following written notice from us specifying the breach, or if you are a company you go into insolvent liquidation, or if you are a person you are declared bankrupt.
- 9.3. On termination of the agreement we shall be entitled immediately to block your Web Site and to remove all data located on it. We will hold such data for a period of seven (7) days and allow you to collect it at your expense, failing which we shall be entitled to delete all such data. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit.
- 9.4. We may terminate or suspend any web site which is deemed to be causing a disruptive service to our clients as a whole.
- 10. CANCELLATION & REFUNDS**
- 10.1. You may cancel any agreements with ourselves within the first fourteen (14) days of activation of any web site hosting /email/spam or virus filtering service should these not meet your expectations. This must be formally notified in writing. Should any issues not be resolved to your satisfaction then a full refund will be given.
- 10.2. Beyond the fourteen (14) day period, one (1) months minimum notice must be given by you to cancel any service running on a monthly billing cycle. Any part months must be paid for in full. Other services are subject to the same notice period but refunds will be considered on an individual basis. No refund will be made on a service that has been running for over ¾ of its term.
- 10.3. Domain names once registered for the minimum term will not be refundable and may only be transferred away upon all outstanding balances on your account are paid in full.
- 10.4. Any goods purchased from us will only be refunded if any damage is notified to us within twenty-four (24) hours of receipt. Alternatively any goods that are un-opened may be returned within fourteen (14) days but will be subject to a refund less carriage and re-stocking fees. These must be returned by recorded delivery.
- 11. PAYMENT**
- 11.1. All charges payable by you to us for the Services shall be in accordance with the relevant scale of charges and rates published from time to time by us on our web site and are exclusive of Value Added Tax which shall be paid by you at the rate and in the manner for the time being prescribed by law and shall be due as indicated on the invoice and under no circumstances payable any later than twenty eight (28) days from the date of invoice.
- 11.2. The provision by us of the Services is contingent upon our having received payment in full from you in respect of the relevant Services. Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, we reserve the right, forthwith and at our sole discretion, to suspend the provision of Services to you.
- 11.3. All goods remain the property of GroveWeb until paid for in full.
- 11.4. We are currently encouraging all customers to send payment electronically. We will be phasing out payments by cheque during early Q1 2009.
- 12. LIMITATION OF LIABILITY**
- 12.1. We hereby exclude all conditions, terms, representations (other than fraudulent representations) and warranties relating to the Services supplied under this 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.
- 12.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
- 12.3. Our total aggregate liability to you 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 charges paid by you in respect of the Services which are the subject of any such claim and provided that you notify us of any such claim within one year of it arising.
- 12.4. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

13. NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this agreement or 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 email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

14. PRIVACY POLICY

- 14.1. When you access any of our websites we collect your IP address and standard web log information such as your browser type and the pages you have visited whilst browsing our sites.
- 14.2. If you trade with us then we collect and store your contact information (your name, address, phone numbers and email address). This is used for future contact by us and for inclusion on any invoices that we send you.
- 14.3. If you pay by credit or debit card the card details are forwarded to our providers' payment gateway to process the transaction. These details are not stored by us in any format whatsoever and are purely used for a single transaction by the payment gateway.
- 14.4. We use cookies on our sites to track your progress through the pages and use session cookies when you are logged in. Session cookies on your machine are deleted when you logout of your account. Your browser may ask you to accept cookies depending on your security settings. For further information please see the help section on your web browser.
- 14.5. We do not disclose any of your information to third parties for marketing or other means unless you purchase –
 - 14.5.1. domain names – we then forward your details to the domain registrar to enable the registration of the domain on your behalf
 - 14.5.2. software licences – your details are then forwarded and incorporated on the licence which is then returned to yourselves either by electronic or paper format
- 14.6. You may contact us by phone, fax, letter or email to discuss any part of this document or our websites. These contact details are available on our website and on all written communication to you.

15. LAW

These terms and conditions shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English Courts.

16. ENTIRE AGREEMENT

These terms and conditions together with any document 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. You confirm that, in agreeing to these terms and conditions, you have not relied on any representation save insofar as the same has expressly in these terms and conditions been made a representation and you agree that you shall have no remedy in respect of any misrepresentation (other than a fraudulent misrepresentation) which has not become a term of this agreement. We reserve the right to amend these terms and conditions at any time; however they will be posted on this web site.