

TERMS AND CONDITIONS OF USE

1.1. Netinspire Limited (the "Company") provides its services to you, subject to the following Terms and Conditions ("TACS"), which may be updated by the Company from time to time without notice to you.

1.2. When using particular Netinspire Limited software, services, or other items provided by the Company, you will also be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TACS.

1.3. Netinspire Limited contains a large number of images, artwork and other data some of which is on licence from its copyright owners. You are not permitted to download or use any widgets or other material from Netinspire Limited or use such material other than for display on your Netinspire Limited site.

1.4. If the Company's business changes, or for any other reason the Company cannot continue to host your site, you may lose it. You agree not to hold the Company liable and the Company accepts no liability in respect of, the loss of all data relating to your site. You are strongly advised to keep copies of any data, images, music or otherwise that are used on your Netinspire Limited site.

1.5. PLEASE NOTE: All minors are recommended to consult with their parents/guardians in respect of these TACS before using Netinspire Limited.

1.6. Netinspire Limited reserves the right to change its prices at any time.

2.1. If your account is terminated as a result of your breach of these TACS, the remainder of any payment made by you will not be refundable.

3.1. The Company and its Partners (as defined in paragraph 6) shall have the right to place a credit to Netinspire Limited as the site designer with a link to the Netinspire Limited website in the footer.

4.1. In consideration of your use of Netinspire Limited, you agree to: (a) provide true, accurate, current and complete information about yourself (b) maintain and promptly update your information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of Netinspire Limited (or any portion thereof).

4.2. You are responsible for maintaining the confidentiality and are fully responsible for all activities that occur under any login such as user name and passwords. You agree to immediately notify the Company of any unauthorised use of your password or account or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

5.1 As required by the UK Data Protection Act 1998, we follow strict security procedures in the storage and disclosure of all information that you give us. This statement describes the privacy policies of Netinspire Limited Ltd. We will not sell, share, rent or otherwise disclose your information to others in ways different to how they are disclosed in this statement.

(a) When you first register with us, we may ask for your email address. Your email address is used to communicate important information about your website.

(b) We may collect data about your browser, login times and IP addresses. This information is only used in aggregated form - no user is individually identifiable from the data we use.

(c) In creating your website with Netinspire Limited, you may include personal identifiable information in your site. This is entirely at your own responsibility and Netinspire Limited Ltd are in no way liable for the disclosure of this information. Netinspire Limited Ltd reserves the right to promote from time to time sites built by Netinspire Limited.

5.2 We have partnered with third parties for the handling of all credit card payments. When you pay by credit or debit card online, you are asked for your card details and billing address. This information is held exclusively by those third parties, and you agree to their privacy policy in completing the payment steps. Netinspire Limited have no access to your card details, but they do have access your billing address and payment history in order to assist with customer service enquiries. Under no circumstances are these details disclosed to any third parties.

5.3 Any of the information collected by us may be disclosed to the authorities as part of any investigations into any illegal activities that may take place on the Netinspire Limited service, as governed by UK law.

5.4 Cookies are small pieces of information that are stored by your browser on your computer. Only the information that you provide, or the choices you make while visiting a Web site, can be stored in a cookie. Allowing a Web site to create a cookie does not give that or any other site access to the rest of your computer, and only the site that created the cookie can read it. Our cookies do not contain any personally identifying information, but they do allow us to remember your login details and therefore offer you a personalized service without you having to log in on every visit. If you prefer not to use cookies, you can choose not to have your login details remembered on logging in or you can disable the feature in your browser.

5.5 By engaging with Netinspire Limited and using our services, you consent to the collection and use of this information by us in the ways detailed above. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.

6.1. You agree that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you, and not the Company, are entirely responsible for all content that you upload, post, email or otherwise transmit on your website.

6.2. You undertake not to use any Netinspire Limited hosted website to:

(a) upload, post, publish, distribute, disseminate or otherwise transmit any content (hereinafter "post") that is unlawful, tortuous, defamatory, harmful or invasive of another's privacy, or otherwise objectionable, including but not limited to material that promotes or provides instructional information about illegal activities or promotes physical harm or injury against any group or individual;

(b) upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

(c) upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary and intellectual property rights of any party, or rights of publicity or privacy of any party, unless you are the owner of such rights or

have the permission of the owner to post or transmit such material, including but not limited to offering pirated computer programs or links to such programs;

(d) harm minors in any way;

(e) create a Site containing nudity, or pornographic material, or sexual material of a lewd, lecherous or obscene nature and intent, or material of a vulgar, profane or obscene nature without suitable warning to browsers of the nature of the site prior to viewing the content;

(f) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

(g) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted;

(h) upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Netinspire Limited that are designated for such purpose;

(i) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(j) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of Netinspire Limited are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

(k) interfere with or disrupt Netinspire Limited or servers or networks connected to the Netinspire Limited, or infringe any requirements, procedures, policies or regulations of networks connected to Netinspire Limited, or interfering with another user's use and enjoyment of Netinspire Limited, including but not limited to (i) transmitting any material that contains viruses, trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, or (ii) attempting to gain unauthorised access to Netinspire Limited, other's accounts on Netinspire Limited, or private mailing lists on Netinspire Limited through password mining or any other means;

(l) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, UK legislation such as the Data Protection Act, Consumer Protection Act, or Financial Services Act, or any amendments or replacements of such acts;

(m) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(n) collect, store, or distribute personal data about other users without their consent;

(o) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "crush" sites;

(p) violate any law or regulation (including without limitation those governing export control, unfair competition, discrimination or false advertising); or

(q) engage in commercial activities that are deemed inappropriate on Netinspire Limited. As such the Company has the right to remove or bar content/links/sponsorships/affiliate programmes etc that they feel fall into this category.

6.4. In addition the Company in no way endorses or takes responsibility for any goods, services etc that are posted within sites. Any transactions therefore are strictly outside the remit of Netinspire Limited.

6.5. Any correspondence or business dealings with, or participation in activities found on or through Netinspire Limited, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such vendor. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on Netinspire Limited.

6.6. The Company also has the right at any time to change its terms regarding commercial arrangements at any time without to prior notice.

6.7. It should be noted that the use of any payment mechanisms, other than those endorsed by the Company are your sole responsibility and the Company can take no responsibility for their upkeep, integration, compatibility or otherwise; nor offer advice on these matters.

6.8. You acknowledge that the Company does not pre-screen content, but that it has the right (but not the obligation) in its sole discretion to refuse or move any content that is available via on your website. Without limiting the foregoing, The Company shall have the right to remove any content that violates the TACS or which is otherwise in its opinion, objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created on Netinspire Limited or submitted to Netinspire Limited. The Company will have no liability or responsibility for performance or non-performance of such activities. The Company reserves the right to terminate or restrict your access to any site at any time without notice for any reason whatsoever.

6.9. You acknowledge and agree that the Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with any applicable law; (b) enforce the TACS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of the Company, website, its users and the public.

6.10. You understand that the technical processing and transmission of Netinspire websites, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7.1. All copyright, design rights and other intellectual property rights owned by you in any text, software, music, sound, photographs, graphics, video, page layout and design or other material which you upload or post (collectively referred to in these TACS as 'Content') shall remain your property and, in accordance with paragraph 7.3(c), you shall not upload or post any Content that infringes the intellectual property rights of any party unless you have the permission of the owner.

7.2. By uploading any content to Netinspire, you grant the Company and its successors and assigns, a non-exclusive, world-wide, royalty free, perpetual, non-revocable licence to display and reproduce such Content, both digitally and in print, without any duty to account to you, provided that such use shall be limited to use for Netinspire Limited's promotional purposes only. You also grant the Company the right to authorise the downloading and printing in whole or in part of any material that you have on Netinspire Limited, by end-users for their personal use.

7.3. You acknowledge and agree that all content, including but not limited to text, software, music, sound, photographs, graphics, video, page layout and design or other material contained in Netinspire Limited or information presented through Netinspire

Limited by the Company or by advertisers is protected by ours or their copyright, trademarks, service marks, patents, or other proprietary rights and laws. You acknowledge and agree that the Company can display images and text throughout Netinspire Limited, including the insertion of sponsor messages into messages distributed on Netinspire Limited mailing lists. If you create a Site, you agree to display prominently on your home page or equivalent and in such other parts of the Site as the Company may require the Netinspire Limited name and logo. Content received through Netinspire Limited may be displayed, reformatted, and printed by you for your personal, non-commercial use only. The Company grants you a personal, non-transferable and non-exclusive right and licence to use the trademark "Netinspire" and you undertake that upon termination of your use of Netinspire (including if you decide to move to another host) all such rights in the trademark and all other rights granted to you hereunder will cease forthwith.

7.4. You acknowledge and agree that the Company owns or is licensed to use all intellectual property rights (including without limitation all copyrights, patents, trademarks and trade secrets) in connection with and in all versions of Netinspire Limited and, subject to paragraph 8.1 above, any content posted on Netinspire Limited.

7.5. Except as expressly authorised by the Company or advertisers, you agree not to modify, copy, reproduce, republish, upload, post, transmit, rent, loan, sell, lease, licence, sub-licence, distribute or create in any way content and/or derivative works from Netinspire Limited, other than your own Content, in whole or in part.

8.1. You expressly understand and agree that:

(a) Your use of Netinspire Limited is at your sole risk. Netinspire Limited is provided on an "as is" and "as available" basis and the Company and its suppliers, to the fullest extent permitted by law, make no warranties, express or implied, in relation to this site or its contents, including, but not limited to, security, warranties of title, fitness for a particular purpose, merchantability and non-infringement of proprietary or third party rights. The Company and its suppliers make no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, software, text, graphics, and links.

(b) The Company is not responsible for the content of sites, accessible through use of that site or messages distributed through mailing lists, and assumes no responsibility for and makes no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of information distributed through Netinspire Limited.

(c) The Company makes no warranty that (i) Netinspire Limited will meet your requirements, (ii) that Netinspire Limited will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use Netinspire Limited will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through Netinspire Limited will meet your expectations, and (v) any errors in the software will be corrected. Further, if your use of the web site or the material results in the need for servicing or replacing equipment or data, the Company is not responsible for those costs.

(d) Any material downloaded or otherwise obtained through the use of Netinspire Limited is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

(e) No advice or information, whether oral or written, obtained by you through or from Netinspire Limited shall create any warranty not expressly stated in the TACS.

8.2. Third parties may provide material on Netinspire Limited and the Company shall not be held responsible for any such third party material.

9.1. You agree to defend, indemnify, and hold harmless the Company its officers, directors, employees, partners and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or

resulting from your use of the content (including Netinspire Limited software, service, your connection to Netinspire Limited or your breach of the terms of these TACS, including, but not limited to:

(a) any injury to any person or property caused by products or services supplied through the medium of Netinspire Limited;

(b) any material which infringes the proprietary or intellectual property rights of any third party;

(c) copyright infringement; or

(d) any defects in products sold through the medium of Netinspire Limited.

9.2. The Company shall provide notice to you promptly of any such claim, action or demand as described in paragraph 10.1 and shall provide you with reasonable assistance, at your expense, in defending any such claim, suit or proceeding.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of Netinspire Limited, use of Netinspire Limited, or access to Netinspire Limited, without the express permission of the Company by separate agreement.

10.1. Your use of Netinspire Limited is at your own risk. If you are dissatisfied with any of the content or the service or with these TACS, or any other rules or policies, your sole remedy is to discontinue use of Netinspire Limited. If such action is taken as a result of your breach of this contract, the remainder of any payment made by you will not be refundable.

10.2. You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, whether in an action of contract or tort, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use Netinspire Limited; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from Netinspire Limited; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to Netinspire Limited.

10.3. In no event will the Company's liability to any user arising out of or in respect of these TACS exceed £250.

10.4. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of this paragraph 14 may not apply to you.

The Company reserves the right to change the TACS at any time without notice. The Company also reserves the right at any time and from time to time to modify or discontinue Netinspire Limited temporarily or permanently, with or without notice to you. You agree that the Company shall not be liable to you or any third party for any modification, suspension or discontinuance of Netinspire Limited.

You acknowledge that the Company may establish general practices and limits concerning use of Netinspire Limited, including without limitation the maximum number of days that uploaded content will be retained by Netinspire Limited, the maximum number of email messages that may be sent from or received by an account on Netinspire Limited, the maximum size of any email message that may be sent from or received by an account on Netinspire Limited, the maximum disk space that will be allotted on servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access Netinspire Limited in a given period of

time. You agree that the Company has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by Netinspire Limited. You further acknowledge that the Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

11.1. You agree that the Company, in its sole discretion, may terminate your password, account (or any part thereof) or use of Netinspire Limited, and remove and archive or discard any content within Netinspire Limited, including, without limitation, for lack of use or if the Company believes that you have violated or acted inconsistently with the letter or spirit of the TACS. The Company may also in its sole discretion and at any time discontinue providing Netinspire Limited, or any part thereof, with or without notice. You agree that any termination of your access to Netinspire Limited under any provision of these TACS may be effected without prior notice, and acknowledge and agree that the Company may immediately deactivate, archive or delete your account and all related information and files in your account and/or bar any further access to such files or Netinspire Limited. Further, you agree that the Company shall not be liable to you or any third-party for any termination of your access to Netinspire Limited.

11.2. If such action is taken as a result of your breach of this contract, the remainder of any payment made by you will not be refundable.

12.1. The TACS constitute the entire agreement between you and the Company (including, but not limited to, any prior versions of the TACS). You also may be subject to additional terms and conditions that may apply when you use affiliate or other services of the Company, third-party content or third-party software.

12.2. The Company makes no claims that the content is appropriate for any particular purpose or audience, or that it may be downloaded outside of the United Kingdom. Access to the content (including any software) may not be legal by certain persons or in certain countries. If you access a site from outside the United Kingdom, you are responsible for compliance with the laws of your jurisdiction.

12.3. The Company is headquartered in England. All legal issues arising from or related to the use of Netinspire Limited shall be construed in accordance with and determined by the laws of England. By using Netinspire Limited, you agree that the exclusive forum for the bringing of any claims or causes of action arising out of or relating to your use of Netinspire Limited is the English courts. You hereby accept and submit to the jurisdiction of such courts in any such proceeding or action, and irrevocably waive, to the fullest extent permitted by law, any objection which you may have now or hereafter have to be laying of the venue of any such action or proceeding brought in such a court and any claim that any such action or proceeding brought in such a court has been brought in an inconvenient forum.

12.4. If any provision of these TACS is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these TACS, which shall remain in full force and effect. No waiver of any term of these TACS shall be deemed a further or continuing waiver of such term or any other term.

12.5. Should you find any content or otherwise that you feel breaches the TACs outlined, please email the Company at hello@netinspire.co.uk providing the site URL and details of the complaint. Your complaint will be investigated immediately and you will be informed by email of the outcome.