

FORM B

WEBSITE CREATION AND HOSTING SERVICE

These are the Terms and Conditions for the Website Creation and/or Hosting Service as supplied to you by Unique ICT Limited. You agree and acknowledge that at all times this Form B and the terms and conditions herein shall be read in conjunction and form part of the General Terms and Conditions of Unique ICT Limited (Form A), of which you hereby acknowledge receipt. For the avoidance of doubt, if there is a conflict between this Form B and the General Terms and Conditions, the provisions of this Form B shall prevail.

1. DEFINITIONS

In this Agreement:-

“Charges” means those pursuant to the Booking Form annexed to the General Terms and Conditions (“Form A”);

“Content” means, but is not limited to, all images, designs, fonts, sounds, and graphics, in whatever formats, electronic or otherwise;

“Remote Access” means the access of your website and/or PC by us from our offices.

2. DURATION OF AGREEMENT

This Agreement shall last until the completion of the agreed service(s) from your signature upon the Booking Form (“BF”) annexed to Form A hereto.

3. OBLIGATIONS OF UNIQUE ICT LIMITED

Further to the provisions of Clause 4 of Form A, we will:-

- 3.1 use our best endeavours to create a Website corresponding to your needs and specifications;
- 3.2 use our reasonable endeavours to ensure that the Website can be accessed from the Internet at all times.
- 3.3 Notwithstanding the generality of Clause 3.2 above, should you choose to place your Web Hosting Services with a Third Party host, in such circumstances Unique ICT Limited makes no warranty, express or implied, concerning the hosting of the Site and shall not be held responsible for any consequence arising out of use of its services.

4. YOUR OBLIGATIONS

Further to the provisions of Clause 5 of Form A, you warrant that you will:-

- 4.1 provide all information necessary for the creation of your Website, and you further warrant and affirm that all information you supply to us for publishing on the Internet is owned by you or that you have the necessary licences, permission or authority to publish such information and/or material;
- 4.2 as and when required by us, to provide us with proof of all licences, permission and/or authority;
- 4.3 use the Website only for lawful purposes;
- 4.4 clearly identify Unique ICT Limited as the provider of the services herein;
- 4.5 provide us with written notice of your approval of the Website prior to it going live.
- 4.6 Save as to the generality of the above clause 4.5, you hereby further acknowledge and agree that:-
 - 4.6.1 you remain solely responsible for checking the contents of the Website;
 - 4.6.2 the Website will remain the property of Unique ICT Limited until full payment has been made in accordance with Clause 6 of Form A;
 - 4.6.3 all services supplied as is to you are subject to the provisions of Clause 9 herein.

5. WEBSITE MAINTENANCE

- 5.1 Minor Edits:-
 - 5.1.1 For a period of 7 days after your Website goes live, we will, at no charge, make minor edits to your Website on request. For the purpose of clarity, a minor edit is one of the following:-
 - 5.1.1.1 a change to or addition of a telephone/fax number, email address or postal address;

- 5.1.1.2 a correction of a spelling mistake or other typing error;
- 5.1.1.3 a change to hours of business or equivalent features;
- 5.1.1.4 a change to prices of products (limited to a maximum of 10 products).
- 5.1.2 Thereafter all further maintenance shall be charged at our prevailing rate.

5.2 Major Edits:-

- 5.2.1 Should you request changes to an existing Website which do not come within the definitions of clause 5.1 above, we reserve the right to charge you at our standard charging rate prevailing at that time. You hereby agree that it is reasonable so to do and further you agree that we may reserve the right to judge whether the work of any edit constitutes a major edit.

6. DOMAIN NAME REGISTRATION

We can suggest and register domain names on your behalf and deal with all technical issues related thereto, including but not limited to domain name renewal. This service is subject to the following:-

- 6.1 Should you choose to subscribe to this service, you acknowledge and agree that: -
 - 6.1.1 we shall act only as your agent;
 - 6.1.2 we do not guarantee registration of your domain name;
 - 6.1.3 at all times, any contract relating to the registration of your domain name shall be between you and the naming authority, and subject to such terms and conditions as provided by the naming authority to which you will be bound;
 - 6.1.4 Unique ICT Limited makes no warranty, whether express or implied, that any domain name so registered does not infringe the rights of Third Parties;
 - 6.1.5 to indemnify us and hold us free from any action whether civil or criminal brought by or on behalf of any Third Party for infringement of any rights they may have, such indemnity shall be made pursuant to Clause 12 herein and further to Clause 9 of Form A of which this Form B forms part.

7. HOSTING

7.1 Should you choose to subscribe to this service, we will:-

- 7.1.1 Provide you with Internet and email services as per the Web Host service level you have selected in the Booking Form and provide you with a username and password, which will allow you private access to your site, subject always to the provisions of Clause 9 herein.
- 7.1.2 Subject always to the provisions of Clause 11 of Form A, we will archive your data for the purposes of disaster recovery. In the event of equipment failure or data corruption, we will use our best endeavours to restore the data from the most recent archive source. To that end, you agree:-
 - 7.1.2.1 that you will retain an up-to-date copy of your most recent data on your premises;
 - 7.1.2.2 that you will allow us to remotely access your network without notice for said purpose;
 - 7.1.2.3 and acknowledge that to facilitate the retrieving of your data, the service may be taken off-line. Save that in the event of the service having to be off-line for more than one hour, we will use our best endeavours to notify you in reasonable time. However, in the event that we are prevented or unable to contact you, for whatever reason, we accept no liability for loss of data or interruption of service to you.
 - 7.1.2.4 acknowledge and agree that unscheduled maintenance may need to be performed without notice; in such circumstances we accept no liability for loss of data or interruption of service to you.

7.2 You further agree not to resell or sub-sell Web Hosting services off of your primary domain name, unless you are subscribed to the reseller package. Breach of this clause 7.2 will operate to terminate the Agreement pursuant to Clause 16 of Form A.

7.3 Save as to the generality of the above clauses 7.1.2.3 and 7.1.2.4, should Unique ICT Limited be subject to liability or claim arising out of the aforementioned Clauses, then the Parties agree that the provisions of Clause 14 herein and Clause 8 of Form A shall apply.

8. SECURITY

8.1 You accept and acknowledge that you are responsible for the safety and security of your username and password. Your username and password should not be divulged to any Third Party. Unique ICT Limited accepts no responsibility for any loss or damage arising from your failure to adequately protect your username and password from others.

8.2 You further agree to indemnify us, pursuant to clause 9 of Form A, against any and all claims and/or liabilities arising from a failure on your behalf to keep your username and password secure.

9. RESTRICTIONS

- 9.1 You warrant that at all times you shall not use or permit others to use the Website or Hosting service for the following: -
- 9.1.1 the infringement of any Third Parties' rights, to include copyright or other intellectual property rights;
 - 9.1.2 the infringement of any law or regulation;
 - 9.1.3 the transmission, publication or dissemination of any material and/or information which may:-
 - 9.1.1.1 be immoral or obscene;
 - 9.1.1.2 be defamatory or misrepresentative of others;
 - 9.1.1.3 provoke racist and/or religious hatred;
 - 9.1.1.4 contain viruses, worms and/or malicious programs which may damage, modify or destroy the files, data, passwords, devices or resources of Unique ICT Limited, other users or Third Parties;
 - 9.1.1.5 be classed as unsolicited electronic mail messages ("spam");
 - 9.1.1.6 illegally store, use or distribute software;
 - 9.1.1.7 be classified as electronic 'stalking' or any other form of harassment to include, but not limited to, abusive or threatening language and/or images;
 - 9.1.1.8 commit fraud or gain unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet;
 - 9.1.1.9 practice any deceptive or misleading on-line marketing practices;
 - 9.1.1.10 make an unauthorised transmission of confidential information or material protected by trade secrets;
 - 9.1.1.11 intentionally omit, forge, delete or misrepresent transmission information to include, but not limited to, headers, return mailing addresses and Internet protocol addresses;
 - 9.1.1.12 engage in any activity intended to withhold or mask your corporate identity or contact information;
 - 9.1.1.13 use the service to solicit others to become subscribers of other competitive services;
 - 9.1.1.14 damage the reputation, goodwill and/or cause loss, howsoever arising, to Unique ICT Limited;
 - 9.1.1.15 attempt to do any of the above.
- 9.2 Should you breach the provisions of this clause 9, we reserve the right to suspend the service without notice pursuant to Clause 10 herein. However, you further agree that if the breach is, in our judgement, of a serious nature, we reserve the right to terminate this Agreement forthwith pursuant to the provisions of Clause 16 of Form A.

10. SUSPENSION OF HOSTING SERVICE

- 10.1 We may from time to time and without notice suspend the service or disconnect or deny your access to the service:-
- 10.1.1 during any technical failure, modification or maintenance pursuant to Clause 7 above or otherwise, provided that we will use reasonable endeavours to procure the resumption of the service as soon as is reasonably practicable; or
 - 10.1.2 if you fail to comply with the terms of the Agreement (including, but not limited to, failure to pay charges when due); or undertake or attempt to do, or allow to be done, anything which in our opinion may have the effect of jeopardising the operation of the service.
- 10.2 Notwithstanding the generality of the above, during any suspension of service under this clause 10, you agree that you will remain liable for all charges due throughout the period of suspension.

11. THIRD PARTY SUPPLIERS

- 11.1 The service is provided by us and is dependent on services provided by Third Party suppliers.
- 11.2 You acknowledge that in the event of any breach by you of these terms and conditions that may cause us to be in breach of our contractual obligations to our Third Party suppliers, you agree to indemnify us pursuant to Clause 12 arising out of such breach.

12. INDEMNITIES

- 12.1 Further to the provisions of Clause 9 of Form A, you hereby agree to indemnify Unique ICT Limited and its employees and/or agents against the following (to include but not limited to any failure on your part to hold any respective intellectual property rights) all liabilities including but not limited to liability for the infringement of the copyright of a Third Party and/or misuse of data of any kind howsoever arising from the use of the Website or Hosting Service.

13. INTELLECTUAL PROPERTY

- 13.1 Further and in addition to Clause 12 of Form A annexed hereto:-
- 13.1.1 should you post content to the site ("User Content"), which may include text, photographs, graphics (video or audio), you agree to grant Unique ICT Limited a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your User Content worldwide.
 - 13.1.2 Further to the above Clause 13.1.1, by submitting your User Content you warrant that:-
 - 13.1.2.1 you have the right to make the material available to Unique ICT Limited for all the purposes specified above;
 - 13.1.2.2 the material does not breach the provisions of Clause 9 herein.

14. LIMITATIONS

- 14.1 This clause is subject always to the provisions of Clause 8 of Form A save that you further agree and acknowledge that:-
- 14.1.1 all content supplied by us for the Website is provided "as is" and on an "is available" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
 - 14.1.2 Unique ICT Limited does not warrant that the site or its content will be uninterrupted or error free or that any defects will be corrected.
 - 14.1.3 Save as to the provisions of Clause 8 of Form A, under no circumstances will Unique ICT Limited be liable for loss of data, or any indirect, consequential, special or exemplary loss (whether foreseen or not) arising from the use of the Website or Hosting Service.
 - 14.1.4 Unique ICT Limited is not responsible for the content or privacy practices of non Unique ICT Limited sites linked to the Website.

15. PAYMENT

- 15.1 At all times, all charges shall be payable pursuant to Clause 6 of Form A.

16. CONTACT

- 16.1 For information about these Terms of Use and our services please contact:-

Unique ICT Limited
8 Admirals Court
Rose Kiln Lane
Reading
RG1 6SW
Tel: 07812 018 588
Fax: 0870 762 8832
Email: info@uniqueict.com
Web: www.uniqueict.com

- 16.2 Please also use the above contact information if you want to notify us of copyright infringement, other services operated by us, or any matter regarding a security related issue.