

Terms & Conditions of service

1 Definitions

1.1 In these Conditions, the following words and expressions have the following meanings:

"Conditions" means these terms and conditions;

"Contract" means the contract for the provision of Services by EasyGp to the Customer governed by the Order Form and these Conditions;

"Customer" means the customer to whom EasyGp has agreed to provide the Services and whose details appear on the Order Form;

"Customer Site" means any Website of the Customer which is the subject of the Order;

"Data" includes information, documents, text, software, music, sound, photographs, graphics, video, messages and other materials of any kind and in any form;

"Domain Name Services" means the processing of Orders with the Relevant Naming Authority on the Customers' behalf and such additional services as may be agreed between the parties;

"EasyGp" means EasyGp a trading name of Zebra Web Ltd, a limited company registered at Companies House (Reg company no: 38632778);

"EasyGp Server" means the computer server equipment operated by EasyGp for the provision of Services;

"Intellectual Property Rights" means any intellectual property rights or other proprietary rights including but not limited to copyright, design rights, trademarks or names and patents in each case whether registered or unregistered names;

"Order" means the Customers application for the Services;

"Relevant Naming Authority" means Nominet UK for UK domain names, ICANN for international domain names and the .TV Corporation for .tv domains;

"Services" means any services provided by EasyGp to the Customer under this Agreement including without limitation Domain Name Services, Hosting Services, Website Maintenance Services;

"Transmit" includes use, facilitate, generate, link to, upload, post, publish, download, store, disseminate, email, send or receive via or in any way connected with our goods or services;

1.2 Where appropriate, words denoting a singular number only shall include the plural and vice versa and words referring to an individual shall include a firm or company as appropriate and vice versa.

1.3 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and all statutory instruments or orders made pursuant to it.

1.4 All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person in this Agreement are given or entered into jointly and severally.

1.5 The headings in these Conditions are inserted only for convenience and shall not affect their construction.

2 Application of Conditions

2.1 These Conditions, the Order Form and any terms specifically agreed in writing by EasyGp supersede any terms stipulated by the Customer in any negotiations or any course of dealing between EasyGp and the Customer.

2.2 The Customer acknowledges that there are no representations outside the Contract that have induced it to enter into the Contract, and the Contract constitutes the entire understanding between the parties for the provision of the Services. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

2.3 Unless otherwise provided in these Conditions no modification of the Contract shall be effective unless agreed in writing by a duly authorised representative of EasyGp.

2.4 EasyGp may from time to time amend these Conditions and any such amendment will be displayed at least one month prior to the implementation of the amendment. The Customer may end the Contract by written notice at any time up to the date on which the amendment comes into force. Should the Customer place an Order or continue to use the Services following implementation of an amendment it will be deemed to have accepted the amendment.

3 Obligations of the Customer

3.1 The Customer shall not:

3.1.1 Transmit any Data or otherwise use our products or services in a manner which, we consider in our discretion in any way involves or includes or relates to conduct that is unlawful (including breach of any applicable laws, statutes, regulations, standards or codes of conduct whether or not compulsory), harmful, threatening, a nuisance, abusive, harassing, tortious, defamatory, vulgar, obscene, indecent, invasive of another's privacy, hateful, inflammatory, racially, ethnically or otherwise objectionable;

3.1.2 submit to EasyGp any Order that it knows or should (after reasonable enquiry) have discovered, infringes or might reasonably be considered to infringe the Intellectual Property Rights of any third party;

3.1.3 use the EasyGp Server or any of the Services in any way that might reasonably be considered to infringe the rights of any third party, including but not limited to trademark infringement, copyright infringement, passing off and defamation.

3.1.4 reverse engineer, de-code or in any way disassemble any software provided by EasyGp in relation to the provision of the Services;

3.1.5 use the EasyGp Server or any of the Services to send, relay, upload, post or receive replies to any unsolicited or unauthorised e-mail messages, mobile phone messaging or any other form of messaging, promotional materials, junk mail, spam, chain letters or other form of solicitation ;

3.2 In the event of any breach of the provisions of clause 3.1 by the Customer, EasyGp reserves the right forthwith to withdraw, suspend or cancel the Services.

3.3 The Customer acknowledges that the internet is not a completely secure medium of communication, and, whilst EasyGp has taken steps to safeguard the security of some information the Customer inputs on the Website or sends to EasyGp on the internet, EasyGp is not and will not be responsible for any damages the Customer may suffer as a result of the loss of confidentiality of such information.

4 Obligations of EasyGp

4.1 In the event that the Customer submits any Order or uses any or all of the Services in such a way as may in EasyGp's opinion expose EasyGp to the risk of legal or other proceedings or expose EasyGp to loss or damage of any kind, EasyGp reserves the right to refuse to process or continue processing any Order or to withdraw, suspend or cancel the Services or take any other action as it in its absolute discretion it sees fit.

4.2 EasyGp will comply with all applicable data protection legislation in relation to the personal details that the Customer provides on the Order Form. All information provided to EasyGp will be dealt with in accordance with EasyGp's privacy policy which can be found on the Website. The Customer acknowledges that EasyGp is under no obligation to edit, review or modify information provided by or on behalf of the Customer. In order to maintain the integrity of the service, EasyGp reserves the right to forward contact details to the police, or other regulatory authorities where requested to do so, EasyGp may also forward contact details where a complaint arises concerning the Customer's use of the Service and where that use is deemed by EasyGp to be inconsistent with these user conditions.

5 Fees

5.1 The Customer shall pay to EasyGp the Fees, inclusive of any additional costs incurred by EasyGp in processing an Order (subject to clause 5.3).

5.2 The Customer acknowledges that the provision of the Services is conditional on EasyGp receiving payment of the Fees in full and in the event of non payment of Fees or suspected fraudulent activity in relation to payment of Fees by the Customer, EasyGp reserves the right forthwith to withhold, suspend or cancel the Services.

5.3 The Customer acknowledges that occasionally unforeseen charges are incurred in processing Orders. EasyGp shall obtain the Customer's written consent before incurring such charges.

6 Indemnity

The Customer shall indemnify EasyGp and it's suppliers and keep EasyGp and it's suppliers fully indemnified from and against all liability, claims, costs, losses, loss of profits, expenses, business interruption, and other pecuniary or consequential loss (including reasonable legal costs and expenses) suffered or incurred by EasyGp as a result of:-

- (i) access to and/or use of the Services by the Customer;
- (ii) any information, data or material produced, transmitted or downloaded by the Customer;
- (iii) any breach by the Customer of any of the provisions of these Conditions or of any law, code or regulation relating thereto or to the internet.

7 Limitation of Liability

7.1 EasyGp warrants to the Customer that the Services will be provided using reasonable care and skill.

7.2 Except as set out expressly in these conditions, EasyGp excludes all conditions, terms, warranties and representations (other than fraudulent representations) in relation to the whole or part of the Services whether imposed by statute or operation of law or otherwise including but not limited to implied warranties or conditions of accuracy, completeness, satisfactory quality and fitness for a particular purpose.

7.3 Whilst EasyGp makes no attempt in the Contract to limit its liability for death or personal injury arising from its negligence, in no circumstances shall EasyGp or its suppliers be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for:

7.3.1 any increased costs or expenses;

7.3.2 any loss of profit, business, contracts, revenues, or anticipated savings;

7.3.3 the consequences of any failed or unsuccessful domain name, registration;

7.3.4 any claims that the domain name registered or requested by the Customer to be registered by EasyGp on behalf of the Customer or that any Customer Site or material on a Customer Site infringes the Intellectual Property Rights;

7.3.5 the consequences of any errors or interruption in the Services ;

7.3.6 any failure of e-mail including without limitation non-receipt and mis-routing;
or

7.3.7 any changes in any of EasyGp's facilities, operations, procedures, products or Services which render obsolete or require modification of or alteration to the Customer's equipment or software;

7.3.8 any special indirect or consequential damage of any nature whatsoever, arising directly or indirectly out of the provision by EasyGp of the Services or the performance by EasyGp of the Contract.

7.4 Notwithstanding anything contained in the Contract EasyGp's liability to the Customer in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the Fees paid by the Customer for the Services.

7.5 The Customer expressly acknowledges that the provisions of this clause 7 satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977 and that it shall be prevented from claiming to the contrary at

any future date in the event of any dispute with EasyGp concerning EasyGp's liability hereunder.

7.6 Where the Services are performed under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

8 Suspension and Termination

Without prejudice to any of its other rights, either party shall have the right to immediately terminate the Contract and EasyGp may also suspend or restrict the Services to the Customer, if:

8.1 the Customer commits any material or repeated breach of the Contract and/or, fails to remedy any breach which is capable of being remedied within fourteen days of receipt of a notice requiring it to remedy such breach. For the purpose of this clause a breach of clauses 3, 4 or 5 may be deemed a non-remediable breach and EasyGp may immediately suspend or restrict the Services without notice to a Customer breaching these clauses. In the case of a suspected breach by the Customer EasyGp will take whatever steps it believes necessary to investigate and resolve matters;

8.2 the other is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of affecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of a relevant party under the Contract) or compounds with or convenes a meeting of its creditors or has a Receiver or Manager or an Administrator appointed over its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party terminating means that the other may be unable to pay its debts.

9. Force Majeure

Neither party shall be in breach of the Contract if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by any act of God, fire, act of Government or State, war, civil commotion, insurrection, embargo, labour disputes of whatever nature and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under the Contract as a direct result of the effect of one of those reasons, that party shall give written notice to the other of the inability which sets out full details of the reason in question. The operation of the Contract shall be suspended during the period in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period which substantially affects the commercial intention of the Contract, the party not

claiming relief under this clause 13 shall have the right to terminate the Contract upon giving 7 day's written notice of such termination to the other party.

10. Assignment

The Contract is personal to the Customer and the Customer's rights may not be assigned, sub-licensed or transferred in any way.

11. Severability

Each provision of these terms and conditions excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of the Contract howsoever occasioned.

12. No Waiver

No waiver by EasyGp shall be construed as a waiver of any preceding or succeeding breach of any provision.

13. Notices

Any notice or other documents given under the Contract shall be given in writing and in English and shall be deemed to have been duly given on the date of dispatch if hand delivered or sent by first class post, express, airmail, other fast postal service, registered post or telex, facsimile or other electronic media to the last known address of the party to whom the notice is addressed. To prove the giving of notice or other document it shall be sufficient to show that it was dispatched.

14. Governing Law

The validity, construction and performance of the Contract shall be governed by English law and the parties hereby submit to the jurisdiction of the English Courts.