

Part One - Terms and Conditions for the Provision of: Web Site Design and Related Development Services

1.0 Supply of the Service

1.1 "Glenovation" is hereby known as the trading name of Glenovation Limited (NI059078) for the provision of email and related services provided via our registered office at 17 Dargan Crescent, Duncrue Industrial Estate, Belfast, County Antrim, BT3 9RP. Regional Office, Unit 5, 61 Leyland Road, Ballycastle, BT54 6EZ, Northern Ireland.

1.2 Glenovation shall provide web site and database development and related services to the Customer subject to the written Agreement (if any) between Glenovation and the Customer and these Conditions. Any changes or additions to the Specified service or these Conditions must be confirmed in writing or by exchange of emails by Glenovation and the Customer before the commencement of any works.

1.3 Glenovation may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

1.4 Glenovation may at any time without notifying the Customer make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature and / or quality of the Specified Service.

1.5 Either:

(a) All imagery and artwork provided by the customer to Glenovation will be original and the copyrights held by the Customer; or

(b) It is the customer's responsibility to ensure that all copy imagery and artwork provided to Glenovation for use or inclusion in any web site, is licensed to the customer for such use by the original artist, photographer or copyright owner.

1.6 The customer accepts full responsibility for ensuring that there is no intellectual rights or copyright infringement on information or imagery or text published on their web site, and shall indemnify Glenovation in respect of all liability including legal costs for which Glenovation may be held responsible in law in respect of any breach of this section.

1.7 The customer will ensure that any imagery, text or artwork sent to Glenovation or presented in disk format or electronically is ONLY copy format of original material still held by the customer and that the customer accepts full responsibility if this copy material is lost, stolen damaged, or otherwise unavailable or unusable to Glenovation.

1.8 After transfer of any third party licensed imagery to the customers web site by Glenovation, it is the customers responsibility to ensure that all licence fees or dues are paid if required directly to the third party license organisation over the full duration of the continued use of the licensed imagery and that any credit or copyright marks remain in place on the web site for the entire use of the copyrighted material.

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2.0 Charges and Payment

2.1 Subject to any special terms agreed, the Customer shall pay Glenovation Standard Charges and any additional sums which are agreed between Glenovation and the Customer for the provision of the Specified Service or which, at Glenovation's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of such or any other cause attributable to the Customer.

2.2 All charges quoted to the Customer for the provision of the Specified Service are exclusive of any Value Added Tax.

2.3 All charges quoted to the Customer for the provision of the Specified Service are exclusive of any third party telecommunications or domain registration charges. All charges incurred by the Customer in connection with the use of his web site are at all times solely the responsibility of the Customer. Glenovation accepts neither responsibility nor liability nor will it indemnify the Customer for any such charges incurred.

2.4 Pro Forma Procedure (**Please note**)

1. Project Authorised by Customer
2. Proforma Invoice created and sent to customer

Project Value UNDER £500	Project Value OVER £500
<p>1 – Work shall not commence until full payment is received.</p> <p>2 - Payment of this Proforma constitutes a booking fee and is non-refundable.</p> <p>3 - A VAT invoice shall be issued on receipt of payment.</p>	<p>1 - Work shall not commence until 30% of quotation is received.</p> <p>2 - Payment of this 30% constitutes a contract and is non-refundable.</p> <p>3 - The remaining 70% will be due on effective completion**</p> <p>4 - A VAT invoice shall be issued on receipt of payment</p> <p>**Effective completion means: two weeks following notification that website is ready to go live or actual website going live, whichever is sooner, or if small amount of effort is required to make site live but client does not provide a final portion of content or information to allow the site to go live.</p>

4. Invoice issued for the full amount for under £500 prior to work commencing and 30% for that over £500 on a payment plan.

5. Job completed – final invoice raised for remaining 70%.

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2.6 Glenovation Standard Charges and any additional sums payable shall be paid by the

Customer before any completed site is passed to the customer in disk format or uploaded to the customers designated server.

2.7 All payments shall be in the legal tender in Northern Ireland at the time payment is made.

2.8 The customer accepts accept all legal and other costs borne by the collection of any debts for all development work by Glenovation and/or its agents.

2.9 Late payment fees of £20 per month plus 1% above Bank of England base rate of the value of the outstanding balance may be due to late payers.

2.10 The customer agrees to accept any costs included for the recovery of debts owed to Glenovation by external agencies.

3.0 Warranties

3.1 Glenovation warrants to the Customer that the Specified Service will be provided using reasonable care and skill and, as continuously as is reasonably possible, at all times subject to routine and emergency maintenance and downtime occasioned by third parties. Where Glenovation supplies in connection with the provision of the Specified Service any goods supplied by a third party, Glenovation does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods or services to Glenovation.

3.2 Glenovation shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any materials, equipment or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

3.3 Glenovation shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Glenovation, its servants or agents or otherwise) which arise in connection with the provision of the Specified service or their use by the Customer, and the entire liability of Glenovation under or in connection with the contract shall not exceed the amount of Glenovation charges for the provision of the Specified Service.

3.4 Glenovation shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Glenovation obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond Glenovation`s reasonable control.

4.0 Domain Names

4.1 Glenovation will register on behalf of the customer any domain requests received via our website or email confirmation of any verbal instruction. However the customer accepts full responsibility for any domain renewals or domains that have not been renewed for any reason.

5.0 Internet Telecommunications Links

5.1 These are deemed to be outside the scope of this contract.

6.0 Customer Privacy

6.1 All information, mail messages and other data stored on Glenovation`s equipment is treated as private and solely the property of the Customer at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and/or for the purposes of Glenovation`s backup services

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and/or providing the Customer with its support services.

6.2 The Customer accepts that they will be put on Glenovation's mailing list for receipt of product information etc. from Glenovation or from third parties to whom Glenovation at its discretion passes such information unless he/she informs Glenovation in writing or via email that they do not wish to receive such material.

7.0 Mission Critical Business Operation

7.1 Glenovation suggests that customers do NOT change their business practices in such a way that they are dependent on the use of their web site as a crucial aspect of their business. The Internet is a "tool" and like any other "tool" is dependent on many factors to ensure it remains operational. Internet hosts do have interruptions of service and customers understand and accept full responsibility for any systems they use via their web site or email service.

8.0 Internet Web Site Hosting

8.1 Please see part two of these terms relating to web site hosting.

9.0 Inappropriate Material

9.1 Glenovation reserves the right not to include in the website any words or images which it considers in its absolute discretion to be potentially libellous, illegal, offensive, racist, sexist, discriminatory or otherwise inappropriate for publication on the World Wide Web.

9.2 The customer undertakes to be fully insured against any liability for libellous or otherwise offensive material and to indemnify Glenovation in respect thereof.

9.3 The customer accepts that the website, once accepted by the customer, is its sole responsibility and that Glenovation is in no way responsible for the publication of the material therein.

10.0 General

10.1 These Conditions together with any terms set out in the Agreement (if any) between Glenovation and the Customer constitute the entire agreement between the parties, supersede any previous agreement or understanding and, may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2 These Conditions shall remain in force for the term of the agreement between Glenovation and the Customer. Upon renewal of the agreement Glenovation reserves the right to update, alter or amend these Terms and Conditions of Service as it sees fit to comply with any statutory, legislative and/or technical changes or to enhance and improve the services it offers to its customers and the efficiency of said services and for expediency. Upon such changes being made the renewal notice sent to the Customer shall draw the Customer's attention to the change(s) and the Customer shall then be entitled to decide whether to renew the Service on the new terms or exercise its right to terminate the Specified Service with Glenovation and continue on the existing terms until termination is effective.

10.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be either (a) in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this section to the party giving the notice; or (b) by email to the last known email address of the other party, unless notified of a change of email address by that other party pursuant to this section.

10.4 No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and

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the remainder of the provision in question shall not be affected.

10.6 Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party.

10.7 Northern Ireland law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the Northern Ireland courts.

10.8 Security of Coding and Web Sites Developed by Glenovation

All coding and websites developed by Glenovation at the time of development contain a reasonable amount of security to resist hacker and related security attacks and vulnerabilities. Glenovation will continue at no extra charge to the customer to make security enhancements to the coding and structure of the website for up to 12 months from the date that the web site went live on the Internet.

10.9 After 12 months the client will be responsible for any costs associated with requests by them to increase security of the coding on any website to prevent, reduce or eliminate risk of third party attack on the site.

10.10 In any event the client accepts full responsibility for any actual or perceived losses from any attack on their website at any period from the date the site goes live on the Internet.

10.11 Glenovation Hosting of (Old Glenovation) or Third Party Coding

If a website developed by Glenovation is 13 months old or older or is coding not developed by Glenovation or if the coding has been changed by the client or their agents, the client will be responsible to pay a quoted price for investigation or development on any site of any works to be carried out on the site where the coding was not developed by Glenovation.

Part Two - Terms and Conditions for the Provision of: Web Site Hosting and Email Services

11.0 Supply of the Service

"Glenovation" is hereby known as the trading name of Glenovation Limited (NI059078) for the provision of email and related services provided via our registered office at 17 Dargan Crescent, Duncrue Industrial Estate, Belfast, County Antrim, BT3 9RP. Regional Office, Unit 5, 61 Leyland Road, Ballycastle, BT54 6EZ, Northern Ireland.

12.0 Email

The following terms and conditions apply to Glenovation email and web site hosting services.

12.1 Each mailbox has a storage quota. (standard mailboxes are 20MB but can be much higher) This is in place to protect your account and others from potentially large volumes of email sent to a single address that could materially affect the email system server. Additional storage can be purchased from Glenovation. It is the mailbox owner's responsibility to ensure that his/her mailbox does not reach its allocated level of storage. Glenovation cannot be responsible for email lost due to full mailboxes.

12.3 It is the mailbox owner's responsibility to keep his/her password confidential, and to change the password on a regular basis. Glenovation is not responsible for any data losses or security issues due to stolen passwords. Glenovation recommends that you use passwords that contain numbers and symbols in order to prevent unauthorised users from guessing commonly used choices (i.e. "12345", "password", etc.). There may be a charge of £10 for replacing any lost passwords.

13.0 Payments

13.1 Glenovation shall invoice the Customer on the working day the Customer has agreed acceptance of Domain and/ or hosting services.

13.2 All accounts are set up on a prepay basis. Although Glenovation reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due every 30 or 365 days, following the date the account was established. Customers will automatically be charged again at the end of their prepay period unless closure notification has already been given within 30 days of the invoice date or payment will be collected. On the following 11th month a new invoice will be issued and it is the customers or resellers responsibility to ensure they either give us notice of cancellation at this time. If after the 12 months there has been no notice of cancellation then the client will be due for full payment.

13.3 Glenovation does not offer any credit terms and all payments must be received within 30 calendar days from the invoicing date or services may be suspended.

13.4 Sections 2.7 to 2.10 apply and there will be a reconnection fee of £50 for any suspended services.

14.0 Resellers

Resellers are bound by the same terms of payment. Glenovation will NOT accept the costs due to ineffective management of their customers records by resellers. Resellers should also use effective terms and conditions of service to protect themselves from risk.

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15.0 Backup of Data

It is the customers responsibility to ensure that they backup ALL data used on Glenovation servers. From time to time there can be outages and rebooting of servers which may result in the loss of some or all data. It is vital that customers always keep a copy of any data they upload to Glenovation servers. You agree to indemnify Glenovation from all costs of actual or perceived losses of business from any data loss.

16.0 Service availability

Glenovation monitors the server as a whole but does not monitor individual mailboxes. "Advanced Mailboxes" uses SMTP, a "store and forward" email protocol, to deliver outbound messages. This protocol does not guarantee immediate delivery of email messages. By default, the mail server makes a delivery attempt every ten minutes three times; after that the server will attempt message delivery every fifteen minutes. If there is no successful delivery attempt within twelve hours, a delay notification may be emailed to the sender. If there is no successful delivery attempt within two days, the message may be returned to the sender.

17.0 Scheduled maintenance

To guarantee optimal performance on the servers, it is necessary for Glenovation to perform routine maintenance. Such maintenance often requires taking Glenovation servers offline, typically performed during off peak hours. Glenovation will give you advance notice of maintenance requiring the servers to be taken offline whenever possible.

18.0 Mailbox Security

Glenovation makes reasonable efforts to ensure mailbox security at all times. We do this through a combination of various network security policies, load balancing and redundant systems. We make every reasonable effort to ensure the integrity of data on our systems. On the rare occasions where there may be a problem with specific mailbox data, it is the mailbox owners responsibility to notify us. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

19.0 Mailbox and Public Folder storage capacity

Glenovation is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. To prevent such occurrences, you can manage mailbox and public folder storage limits at any time from within the control panel.

20.0 Antivirus checking

20.1 It is the responsibility of the customer to ensure that they have sufficient antivirus scanning and blocking services on their email service and local machines.

20.2 Anti Virus First Line of Defence Clients should note that the anti virus scanning service on the mail server for advanced mail boxes is designed as a first line of defence, and that clients must also ensure that they have a local anti virus policy on their network or pc or computer which is regularly updated with anti virus definitions from a recognised anti virus software provider.

21.0 AntiSPAM message filtering

Glenovation runs antiSPAM software on its Advanced Mailbox servers. You can determine the levels of spam protection from within your control panel. This is designed to be a level one spam resistor and you may have to add additional programs locally to totally eliminate spam.

22.0 Ownership of data

All data created or stored by you within Glenovation' applications and servers are your property. Glenovation shall allow access to such data by only authorised Glenovation personnel. Glenovation makes no claim of ownership of any web server content, email content, or any other type of data contained within the accountholder's server space or within applications on Glenovation' servers unless this is specifically agreed in advance in writing.

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23.0 Use of email accounts

23.1 If Glenovation identifies a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate. For details of what is not allowed by Glenovation and our spam/ illicit material policies please see the abuse section of our terms & conditions.

23.2 Email retrieval and timescale: Glenovation's policy on maintaining stable data transfer levels includes a deletion process for email that has not been downloaded locally within 90 days of receipt. It is the mailbox owner's responsibility to ensure his/her received email is retrieved and saved locally where necessary to ensure that important correspondence is not lost. Glenovation cannot be held responsible for lost items.

23.5 Email Black Lists. "XBL etc"

If your domain name or email service ends up on a black list, Glenovation may charge you £50 per hour to assist in resolving your blocked list enquiries. It is the clients responsibility to ensure that they do not end up on any black list by taking reasonable precautions in sending mail and related activities. The client accepts full responsibility for any actual or perceived losses because their domain ended up on a black list.

24.0 Server Use

Glenovation reserves the right to refuse service and/or access to its servers to anyone without prejudice. Glenovation does not allow any of the following content to be stored on its servers:

- Adult material includes all pornography, erotic images, or otherwise lewd or obscene content or anything that Glenovation deems adult material
- Religious Content
- Political Content
- Excessive download content or unlinked content.
- Refusal of service is without prejudice and is entirely at the discretion of Glenovation.
- Glenovation reserves the right to move your domain to a different web server with no previous notice for maintenance or other related operational reasons.

25.0 Technical Support

25.1 Glenovation will use reasonable endeavours to provide a continuous high quality service. If you experience problems you should consult our support website. Support on: Telephone: +44 (0) 28 2076 1234 (Option 2)

25.2 Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services. Information concerning scheduled downtime is available on the Glenovation's' website as are any interruptions to our services.

26.0 Reselling of Services

All accounts other than our Reseller accounts are to be used by the primary owner only, and Glenovation does not allow the holders to resell, store or give away free of charge or sublet web hosting services of their website to other parties without express written permission.

27.0 Unlimited use policy

High bandwidth usage: Glenovation offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Glenovation may find a customer to be using server resources to such an extent that he or she may jeopardise server performance and resources for other customers. In such instances, Glenovation reserves the right to impose the High Resource User Policy for the consideration of all customers. This is subject to "fair use."

28.0 Audio and Video Streaming

Small (less than 3 MB) files can be downloaded from a standard web site. However if there is extremely high use on a web site then the site owner should contact Glenovation and discuss an audio/video streaming solution which is designed specifically for this kind of data distribution.

29.0 Database Usage

If you exceed the limits on our database products (MySQL) then we will automatically charge you for the additional space you use at our current prices. For example if you have a 150MB database and 200MB is in use at any point during a month then we will charge for the extra 50MB in that month.

30.0 High resource use policy

Resources are defined as bandwidth, processor utilisation or disk space. Glenovation may implement the following policy to its sole discretion: When a website is found to be monopolising the resources available Glenovation reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Glenovation continues hosting the website for an additional fee.

31.0 Uploads via scripting languages

Glenovation limit uploads made via scripting languages including PHP, ASP and ASP.NET to a maximum of 2 MB per file.

32.0 Domain Name Registration/Renewal

32.1 It is the clients responsibility to ensure that they renew their domain name registration and hosting service. Glenovation is not responsible for a clients failure to notify us to renew a domain. Writing or email is the only methods of acceptance for cancellation or registration of any service.

32.2 The client accepts FULL responsibility for the non renewal of any domain name whether directly or indirectly caused by Glenovation or any of its agents and any loss of the web site during any such periods. Reasonable care will be taken to maintain services but a clients failure to pay an outstanding balance may result in a domain name not being renewed which may also incur reconnection charges.

33.0 Cancellation and refunds

Glenovation reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Glenovation' terms of service a refund will not be issued in the event of a cancellation. Customers may cancel their account at any time without any refund. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation. Fees charged on a prepay basis are non-refundable. Once any initial trial period has expired customers are not entitled to receive a refund unless the service is cancelled by Glenovation. In addition some accounts incur setup fees, these charges are also non-refundable. Booking fees and staged payments are also non refundable.

34.0 Indemnification

Customer agrees that it shall defend, indemnify, save and hold Glenovation harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Glenovation, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Glenovation against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Glenovations' server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and

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(4) any defective products sold to customer from Glenovation's server. By using the services of Glenovation relating to email you accept full responsibility for all actual loss of or perceived loss of business and or data through the use of Glenovation services relating to email or web site hosting on main or prototype servers. By using the services of Glenovation relating to email and web site hosting you accept full responsibility for all actual loss of or perceived loss of business and or data through the use of Glenovation services relating to email or web site hosting. By using the services of Glenovation you agree to be bound by all of these terms and conditions of service and accept all or any legal or related costs in your pursuit of any challenge to these terms and conditions of service.

35.0 Disclaimer

Glenovation will not be responsible for any actual or perceived damages your business may suffer. Glenovation makes no warranties of any kind, expressed or implied for services we provide. Glenovation does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Glenovation cannot guarantee to be able to replace lost data. Glenovation disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Glenovation and its employees. Glenovation reserves the right to revise its policies at any time.

36.0 General

36.1 These Conditions together with any terms set out in the Agreement (if any) between Glenovation and the Customer constitute the entire agreement between the parties, supersede any previous agreement or understanding and, may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

36.2 These Conditions shall remain in force for the term of the agreement between Glenovation and the Customer. Upon renewal of the agreement Glenovation reserves the right to update, alter or amend these Terms and Conditions of Service as it sees fit to comply with any statutory, legislative and/or technical changes or to enhance and improve the services it offers to its customers and the efficiency of said services and for expediency. Upon such changes being made the renewal notice sent to the Customer shall draw the Customer's attention to the change(s) and the Customer shall then be entitled to decide whether to renew the Service on the new terms or exercise its right to terminate the Specified Service with Glenovation and continue on the existing terms until termination is effective.

36.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be either (a) in writing addressed to the other party at its registered office or principal place of business or such other address as may, at the relevant time, have been notified pursuant to this section to the party giving the notice; or (b) by email to the last known email address of the other party, unless notified of a change of email address by that other party pursuant to this section.

36.4 No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

36.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

36.6 Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party.

36.7 Northern Ireland law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the Northern Ireland courts.