

Payment against any invoice constitutes implicit acceptance of the current version of our terms and conditions.

Opening Hours

Our opening hours are Mon - Fri 10am til 6pm excluding UK bank holidays.

Paid out of hours support is available on a custom agreement.

Free Support

Free support is offered on all products via our ticketing system, please log into your online account and submit a ticket here: <http://www.saforiadigital.co.uk/billing/contact.php>

Paid telephone support

Paid telephone support is available at £8 per incident or as a custom monthly plan, speak to your account manager for details.

Privacy Policy

By using this site you agree to us storing any information you may submit to us through this site for the purposes of being able to contact you, bill you for services rendered, and support you adequately. We will not share your information as a customer with any third party unless you have expressly requested that we do so, for example in the process of cooperating with said third party on providing or enabling the provision of a service or product you have requested.

Refund Policy

In the event that you have a signed agreement, your refund policy is set out in the terms that are provided as part of the documentation at time of signing.

In the event that you do not have a signed contract and have purchased products or services from Saforia Digital Ltd, we will honour your statutory rights in full as provided for by regulation such as The Consumer Protection (Distance Selling) Regulations 2000, if applicable - please be aware that these regulations and provisions vary - or may not apply at all - depending on whether you are purchasing as a private individual or as a (or on the behalf of) a business.

Please be aware that in accordance with S27 of our general terms, refunds are not possible on bespoke work (which applies to the vast majority of projects we undertake) once the project has commenced.

In the event that there is a technical difficulty that we are unable to overcome before the commencement of your service, a full refund may occasionally be offered at the discretion of the management.

'Progress' or 'Piecemeal' work Policy

As per S7 of our general terms, we do not work on our projects on a piecemeal basis - we require ALL information to be provided on commencement of site design. In the event that all of the materials required cannot be supplied in advance, we reserve the right to revise the total cost of the project upwards by upto 50%, as it consumes considerable time and resources for us to continually go back and forth requesting further text, images, etc.

Creative Process

Our process requires we supply 1 included concept with each website - should the customer require further concepts then these are charged at £99+vat per concept.

Once the design has been APPROVED, ACCEPTED OR OTHERWISE GIVEN THE "GO AHEAD" by EMail we will move into the coding stage of the website. After this time ONLY textual changes will be free, everything else will incur extra charges at our normal hourly rate, as these non-text changes will constitute additional work on the originally accepted design.

Please be aware that we can accept authorisation or approval from any person whom we reasonably believe to be authorised to make that acceptance on behalf of the Client.

Hosting Terms & Conditions

Please read these Web Hosting Terms carefully, as they set out our and your legal rights and obligations in relation to our web hosting services.

Payment against any hosting invoice is explicit acceptance of our terms of service.

You should print a copy of these Web Hosting Terms for future reference. We will not file a copy specifically in relation to you. Up to date terms and conditions are viewable on our website at

<http://www.websiteangels.co.uk/index.php/terms-conditions>

These Web Hosting Terms are available in the [English language] only.

If you have any questions or complaints about these Web Hosting Terms or our Services, please contact us by writing to us by email in the first instance to info@websiteangels.com

AGREEMENT:

1. Definitions and interpretation

1.1 In the Agreement:

“Affiliate” means a company, firm or individual that Controls, is Controlled by, or is under

common Control with the relevant company, firm or individual;

“Agreement” means the agreement between the Host and the Customer incorporating these Web Hosting Terms and the Registration Form, and any amendments to it from time to time;

“Business Day” means any week day, other than a bank or public holiday in England;

“Business Hours” means between 10:00 and 18:00 on a Business Day;

“Charges” means the amounts payable by the Customer to the Host under or in relation to the Agreement (as set out on the Registration Form);

“Confidential Information” means the Customer Confidential Information and the Host Confidential Information;

“Control” means the legal power to control (directly or indirectly) the management of an entity (and **“Controlled”** will be construed accordingly);

“Customer” means the customer for Services under the Agreement specified in the Registration Form;

“Customer Confidential Information” means:

(a) any information disclosed by the Customer to the Host during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (i) was marked as “confidential”, or (ii) should have been reasonably understood by the Host to be confidential; and

“Effective Date” means the date when the Agreement comes into force in accordance with Clause [2.3];

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including [failures of or problems with the internet or a part of the internet, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars]);

“Host” means Website Angels (Angels Digital Ltd), a company incorporated in England and Wales (registration number 07170127) having its registered office at 2nd Floor, 145-157 St John Street, London, EC1V 4PY;

“Host Confidential Information” means:

(a) any information disclosed by the Host to the Customer during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (i) was marked as “confidential”, or (ii) should have been reasonably understood by the Customer to be confidential; and

(b)

“Implementation Date” means the date specified as such on the Registration Form;

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, util

6.2 The Customer will pay the Charges to the Host within 7 days of the date of issue of an invoice issued in accordance with Clause [6.1] [and in any event in advance of the period of Services to which the Charges relate].

6.3 All Charges stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise.

6.4 Quarterly Charges must be paid by debit or credit card by taking out a separate Worldpay Futurepay agreement at time of signup. Bank transfer or cheques are only accepted when a customer wishes to pay for services annually in advance.

6.5 If the Customer does not pay any amount properly due to the Host under or in connection with the Agreement, the Host may:

(a) charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of Lloyds Bank Plc from time to time (which interest will accrue daily and be compounded quarterly); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

7. Warranties

7.1 The Customer warrants to the Host that it has the legal right and authority to enter into and perform its obligations under the Agreement.

7.2 The Host warrants to the Customer:

- (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement; and
- (b) that it will perform its obligations under the Agreement with reasonable care and skill.

7.3 Without prejudice to the Host's obligations under Clause [7.2], the Customer acknowledges and agrees that the Services may be interrupted as a result of a hardware failure, hacking attempts or Force Majeure Event and that the Host will not be in breach of the Agreement by virtue of such interruption.

7.4 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law and subject to Clause [8.1], no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

8. Limitations and exclusions of liability

8.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;

- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

8.2 The limitations and exclusions of liability set out in this Clause [9] [and elsewhere in the Agreement]:

- (a) are subject to Clause [9.1]; and
- (b) govern all liabilities arising under the Agreement [or any collateral contract] or in relation to the subject matter of the Agreement [or any collateral contract], including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

8.3 The Host will not be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.

8.4 The Host will not be liable for any loss of business, contracts or commercial opportunities.

8.5 The Host will not be liable for any loss of or damage to goodwill or reputation.

8.6 The Host will not be liable in respect of any loss or corruption of any data, database or software.

8.7 The Host will not be liable in respect of any special, indirect or consequential loss or damage.

8.8 The Host will not be liable for any losses arising out of a Force Majeure Event.

8.9 The Host's liability in relation to any event or series of related events will not exceed the greater of:

(a) £35; and

(b) the total amount paid and payable by the Customer to the Host under the Agreement during the 1 month period immediately preceding the event or events giving rise to the claim.

8.10 The Host's aggregate liability under the Agreement [and any collateral contracts] will not exceed the greater of:

(a) £35; and

(b) the total amount paid and payable by the Customer to the Host under the Agreement.

9. Data protection

9.1 The Customer warrants that it has the legal right to disclose all Personal Data that it

does in fact disclose to the Host under the Agreement, and that the processing of that Personal Data by the Host for the purposes of and in accordance with the terms of the Agreement will not breach any applicable laws (including the Data Protection Act 1998).

10. Confidentiality

10.1 The Host will:

(a) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

10.2 The Customer will:

(a) keep confidential and not disclose the Host Confidential Information to any person save as expressly permitted by this Clause [11]; and

(b) protect the Host Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

10.3 The obligations set out in this Clause [10] shall not apply to:

(a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);

(b) Customer Confidential Information that is in possession of the Host prior to disclosure by the Customer, and Host Confidential Information that is in possession of the Customer prior to disclosure by the Host; or

(c) Customer Confidential Information that is received by the Host, and Host Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information.

10.4 Nothing in the Agreement shall restrict a party from making any disclosure of Confidential Information that is:

(a) required by law (whether under the Regulation of Investigatory Powers Act 2000 or otherwise); or

(b) required by a governmental authority, stock exchange or regulatory body.

11. Termination

11.1 The Company may terminate this Agreement at any time by giving 24 hours written notice to the Customer if the Customer:

(a) commits any material breach of any term of this Agreement, and:

(i) the breach is not remediable; or

(ii) the breach is remediable, but the Customer fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so - at this point the full agreement value may be deemed due by the company.

(b) fails to pay any amount due under this Agreement in full and on time; at this point the full agreement value may be deemed due by the company.

(c) Demonstrates abusive behavior to our staff including making personal visits / phone calls.

11.2 Either party may terminate this Agreement immediately by giving written notice to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes insolvent or is declared insolvent; or

(iv) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

(d) (where that other party is an individual) that other party dies, or as a result of illness

or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

Written proof and certified copies of documents will be required for cancellation prior to the due date under the above terms. Certification by professionals such as doctors, lawyers or teachers is acceptable.

11B Cancellation of Hosting

11.3 The Customer may terminate the hosting Agreement once the initial 36 month period has elapsed by giving 30 days written notice to the Company. The agreement will automatically renew unless 30 days notice is given by exactly 3 years after signing this agreement and every additional 3 years thereafter.

11.4 Website and hosting products that offer a redesign after 3 years do not offer any refund of charges at any time.

12. Effects of termination

12.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 5.5, 5.7, 6.5, 8, 9, 10, 12 and 13.3 to 13.11].

12.2 Termination of the Agreement will not affect either party's accrued rights (including accrued rights to be paid) as at the date of termination.

12.3 If the Agreement is terminated under Clause [11.1], or by the Customer under Clause [11.3] (but not in any other case):

(a) the Host agrees to provide to the Customer an electronic copy of the Website at a

cost of £99;

12.4 The Customer will not be entitled to any refund of Charges on termination, and will not be released from any obligation to pay Charges to the Host.

12.5 Subject to Clause [12.3(a)], the Host may following termination of the Agreement delete from its computer systems any or all Customer data.

12.6 Notwithstanding Clause [12.5], the Customer acknowledges that the Host may retain Customer data in its systems after the date of termination, whether for technical reasons, legal reasons or otherwise.

13. General

13.1 Any notice given under the Agreement must be in writing (whether or not described as “written notice” in the Agreement) and must be sent by recorded signed-for post, or via the company website ticketing system, for the attention of the relevant person, and to the relevant address, given below in the case of the Host or specified on the Registration Form in the case of the Customer (or as notified by one party to the other in accordance with this Clause).

The Host:

www.WebsiteAngels.com - info@websiteangels.com

13.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

(a) where the notice is sent by recorded signed-for post, it appears on the Royal Mail website as delivered; and

(c) where the notice is sent by ticket via the company website and a ticket number has been issued by the system.

13.3 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

13.4 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

13.5 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

13.6 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties. Or any electronic agreements made via the company website ticketing system and / or related emails.

13.7 The Customer hereby agrees that the Host may freely assign any or all of its rights and obligations under the Agreement to any third party. Save as expressly provided in the Agreement, the Customer may not without the prior written consent of the Host assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any of its rights or obligations under the Agreement.

13.8 The Host may subcontract any of its obligations under the Agreement to any third party.

13.9 The Agreement is made for the benefit of the parties, and is not intended to benefit

any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

13.10 Subject to Clause [9.1], the Agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of the Agreement.

13.11 The Agreement will be governed by and construed in accordance with the laws of [England and Wales]; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

Web Design Terms & Conditions

(Please ensure that you read and understand these conditions.)

In this document the terms "We", "Us", and "Our" refer to Saforia Digital Ltd. Further, the terms "You", "Client", "The Client", "Customer" or "The Customer" refer to the entity purchasing products or services from Saforia Digital Ltd.

1. Contract: The Client's approval for work to commence shall be deemed a contractual agreement between the client and Us. Important: Approval for the work to commence and payment of the advance or deposit fee indicates that the client accepts the terms and conditions outlined in this document. The services provided by Us under this Agreement shall be used only in accordance with applicable local legislation, rules and regulations. This agreement shall commence on the date on which the agreement is accepted by Us and shall remain in force for the duration of 36 months at which point the agreement automatically renews for another 36 month period, unless otherwise agreed in writing.

1.1 Should We believe that the actions, omissions, or presence of the Customer have a negative effect on any customers enjoyment of Our services or a negative effect on Our reputation, We reserve the right to take any steps necessary to rectify the issue including, but not limited to, disconnection of any Customer equipment or services from Our network.

2. Intellectual Copyright: We will hold and retain all Intellectual Property rights to any material, including any source code and original images created for the Client until payment of the final invoice in full. At this time we will transfer this intellectual copyright to the Client.

3. Clients Responsibilities with Regard to Copyright: In situations where the Client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Us in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen, If you wish to use any images from the site for other purposes please contact Us for clarification of any applicable licence rights and costs.

4. Registration Charges: All third party costs arising from the registration of a domain name shall be met by the Client.

5. Search Engine Promotion: We are not - except in cases where relevant services may have been purchased - responsible for the client's on-going web site promotion. We suggest the client purchases a

pay-per-click campaign with Google in order to effectively market their website.

6. Cancellation: Termination of standing order for any hosting or website contract without prior discussion with Us will cause the full value of the services agreed under the contract to become payable in full. Cancellation of a payment without prior notice or agreement is therefore considered as authorisation for such collection to be made. Cancellation of the agreement is to be made in writing no more than 3 months prior to the renewal date and no less than 28 days before the renewal is due. The client will be notified of any planned price increases at this time.

7. In order for us to remain efficient we ask that you provide all the required information in advance. On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as

result, we reserve the right to impose a surcharge of up to 50%. Also, if your job involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently, and as a result no SEO work can commence until the site content is finalised. If you agree to provide us with the required information and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Further to this changes must be submitted within 28 days of Us informing you of completed work, after this time the site will deem to have been accepted in full and We reserve the right to charge you for any changes or additional work. NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

8. Conceptualising: Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. For higher cost websites this will be included but for low cost sites (below £1000) please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and requirement specification at time of signing the contract. If you don't do this we will design the website appropriately but if, it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

9. Travel Time and Expenses: There is a fixed call out charge of £180 + VAT per visit which includes up to 2 hours consultancy with additional hours charged at our standard hourly rate (£90+VAT per hour). We may at our discretion choose to discount the value of the visit from your account as part of a completed agreement subject to payment being made in full. In the event that this discount is given, no invoice will be raised for the visit.

10. Quotations: The price quoted to the Client is for the work agreed on the quotation only based on the requirement specification outlined. Should the Client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated. Quotations are only valid for 5 working days unless otherwise agreed in writing.

11. Advance/Deposit Payment: A non-refundable advance payment/deposit will be required prior to commencement of work. If there is any remaining balance on completion of work to the agreed requirement specification then this must be settled within 7 days of completion of website. Failure to make payment within this time will period will result in site switch off/zero

byte files placed on the server. Restoration of site can be made when full balance is paid - please note that in the event that we have suspended your project in this manner, we reserve the right to charge £100+VAT for the administrative time involved.

12. Payment terms: Payment is currently accepted by cheque (or bankers draft), or Debit and Credit Cards in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" administrative charge of £50 to cover our time and banking charges.

13. Credit Card Payments: Credit card payments can also be accepted via our Paypal electronic invoice system. These may be subject to a 4% convenience fee. (Full payment may be required in advance if paying by credit card).

14. Payment: Payment of any balance will be due on or before site completion, if a date has been agreed for site completion, usually 28 days after contract is signed(subject to cleared payment) then all monies will be debited on this date unless otherwise specified. Payment is still due even if full copy and photos have not been supplied by the Client to Us preventing the final completion of Client's project.

15. Late Payment: Accounts that have not been settled within 7 days of our final reminder may incur an administrative fee of up to 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to late payment legislation.

16. Future/Ongoing Support: The website is provided to and accepted by the client as a fully functioning, completed work. We are not responsible for or bound to provide future support without the purchase of a support or maintenance agreement. This support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated. Any required alterations or amendments should be notified within 28 days of project completion, otherwise the project will have deemed to have been accepted and further alterations will then be subject to addition charges.

17. Future Site Problems: Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your

website, and We will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity, or exploits that become possible as a result of new vulnerabilities discovered in the technologies used in the creation of the Client's website.

18. Compliance with Ecommerce, Accessibility or Other Regulations: We design websites in accordance with the client's specifications. It is the Client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the Client's behalf upon request, but in any business where complex compliance issues exist we recommend that the Client seeks legal advice.

19. We shall not be liable for any losses or damages suffered by the Customer, its servants or agents occurring as a result of action taken by Us as a result of suspending the Customer's services in accordance with this agreement.

19.1 We shall under no circumstances be liable for any indirect, consequential, special or incidental losses or damage suffered by the Customer, its servants or agents whatsoever (including, without limitation, loss of goodwill, business or profit) in relation to this Agreement unless arising from breach of this Agreement and/or negligence hereunder.

19.2 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment

19.3 Subject to the express terms of this Agreement We shall not be liable to the Customer for any claims, proceedings or actions brought or made against the Customer by persons pursuant to a contractual relationship with the Customer. The provisions of this Article 19.3 shall apply notwithstanding that such claims, proceedings or actions arise through any acts or omissions made by Us.

19.4 The provisions of this Article 10 shall continue to apply notwithstanding termination or expiry of this Agreement for any reason whatsoever.

20. Should We waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Us to waive the same clause on any other occasion.

21. Continuing service: We reserve the right to disconnect your service if any invoices are overdue on your account regardless of the contract to which they relate - services and credit control are managed on a per-customer basis, not a per-project basis.

22. The quality of the Services shall be consistent with industry standards, government regulations and sound business practices.

23.1 Each Party undertakes to the other to supply promptly all information and assistance, which the other may reasonably require to enable it to perform its obligations hereunder.

23.2 Each Party undertakes to the other that it will treat as confidential, and will use its reasonable endeavours to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Agreement as well as all data summary rates, reports of information of all kinds and all other confidential information whether of a technical or business nature or otherwise relating in any manner to the business or affairs of the other Party which it may receive in connection with this Agreement and will not (and will use its reasonable endeavours to procure that its directors, employees, professional advisers and agents will not) disclose or use such information other than strictly for the purposes of this Agreement except with the written permission of the other Party. 2

3.3 The provisions of Article 23.2 shall not apply to information which:

23.3.1 is in or comes into the public domain by reason other than breach of this Agreement or
23.3.2 is obtained by that Party from a third party who has the right to disclose it or
23.3.3 is in the possession of or is known to the receiving Party prior to the date of this Agreement, to the extent that the Party is not bound by any confidentiality obligation in respect of such information to the other Party; or
23.3.4 is disclosed by a Party pursuant to a Court Order or other legal requirement.

24. Neither Party may assign, sub-licence, transfer or otherwise dispose of this Agreement or any of the benefits or obligations under this Agreement to any other person without the consent of the other Party. Such consent shall not be unreasonably withheld or delayed.

25. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

26. Except as may be expressly agreed in writing between the Parties all and any trade and service marks, inventions, patents, copyrights, registered designs, design rights and all other intellectual property and intellectual property rights shall be and remain in the ownership of the relevant Party.

27. Other than the express situations outlined above, We do not under any circumstances offer refunds unless we are unable to provide the service agreed upon. We do not offer partial refunds of any invoices for any unused work. Nothing herein shall confer or be deemed to confer on either Party expressly, implied or otherwise any rights or licences in the intellectual property of the other. We reserve the right to change or modify any of these terms or conditions at any time. See our website for latest terms of service.

Service Level Agreement

We do not normally guarantee service uptime, should the customer wish to purchase a guaranteed service level then the customer should request a separate agreement.

In the event of the failure of a service which has a Service Level Agreement attached to it, should this failure have occurred as a direct or indirect result of actions/inaction by the Customer, time spent remedying errors will not be counted towards Service downtime, and no penalties will be paid by Us.

Should downtime occur due to the actions of the Customer, the Customer may be liable for

charges if they require support from Us.

Rules/Terms Governing Domain Registration .com/net Domains

In the case of a ".com" or ".net" registration, the following terms and conditions will apply:

1. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

1. The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy"), available at: www.icann.org/dndr/udrp/policy.htm or at www.saforiadigital.co.uk/policiesandtermsandconditions.html

2. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Website Angels (Saforia Digital Ltd) is based, presently London, UK London, UK.

.mobi Domains:

In the case of a ".mobi" registration, the following terms and conditions will apply:

1. You agree to Indemnify to the maximum extent permitted by law, defend and hold harmless mTLD Top Level Domain Limited ("Registry Operator"), and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration ("Domain") and or use, and this indemnification obligation survive the termination or expiration of the registration agreement.

2. You agree to Indemnify, defend and hold harmless the Registry Operator, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's Domain and or use, and indemnification obligation survive the termination or expiration of the registration agreement.

3. You acknowledge and agree that notwithstanding anything in this Agreement to the contrary, the Registry Operator shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to Us being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of the Registry Operator shall survive any termination or expiration of this Agreement.

4. You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

5. You agree to Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Us.

6. You consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy

7. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

1. The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy), available at: www.icann.org/dndr/udrp/policy.htm or here;

2. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Website Angels (Saforia Digital Ltd) is based, presently London, UK.

3. You agree to immediately correct and update the registration information for the

Domain during the registration term for the Registered Name

4. You acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry Operator, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and Us have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation:

1. the ability or inability of You to obtain a Registered Name during these periods, and
2. the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

3. You acknowledge and agree that the Registry Operator and Us, acting in consent with the Registry Operator, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion

1. to protect the integrity and stability of the registry;
2. to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;
3. to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
4. for violations of the terms and conditions herein; or
5. to correct mistakes made by the Registry Operator or Us in connection with a Domain, and the Registry Operator also reserves the right to freeze a Domain during resolution of a dispute. (3.8.8.)

6. You acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines for compliance with the Style Guide. Furthermore, You acknowledge and agree that this Style Guide is subject to modification by the Registry Operator with any such changes appearing at the previously designated URL, and that You must promptly comply with any such changes in the time allotted.

.org Domains:

In the case of a ".org" registration, the following terms and conditions will apply:

1. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

1. The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy"), available at: www.icann.org/dndr/udrp/policy.htm or www.blacknight.com/udrp.html ;

2. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Website Angels (Saforia Digital Ltd) is based, presently London, UK.

.info Domains:

In the case of a ".info" registration, the following terms and conditions will apply:

1. Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afiliast, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract.

2. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

1. The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy"), available at: www.icann.org/dndr/udrp/policy.htm or www.blacknight.com/udrp.html ;

2. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Website Angels (Saforia Digital Ltd) is based, presently London, UK.

3. Reservation of Rights. Website Angels (Saforia Digital Ltd) and Afiliias expressly reserve the right to deny, cancel, transfer, or modify any registration that either Blacknight or Afiliias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afiliias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afiliias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.

.me Domains:

In the case of a ".me" registration, the following terms and conditions will apply:

1. You agree to release, defend, indemnify and hold Us, Our parent companies, Our subsidiaries, Our affiliates, Our shareholders, Our agents, Our directors, Our officers and Our employees, from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to, the Domain, and/or Your use of the Domain.

2. You agree to comply with all the operational standards, policies, procedures and practices for the Me Registry as established from time to time in a non-arbitrary manner by the Me Registry. You acknowledge that these are applicable to all registrars and domain name registrants. Any changes to the Registry Policies by the Me Registry that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by the Me Registry to Us.

3. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this

Agreement:

1. The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy"), available at: www.icann.org/dndr/udrp/policy.htm or <http://www.blacknight.com/udrp.html> ;

2. ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP") available at www.icann.org/en/udrp/cedrp-policy.html.

3. You agree to submit to proceedings commenced under other dispute resolution policies as set forth by the Me Registry from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the Me Registry.

4. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Website Angels (Saforia Digital Ltd) is based, presently London, UK.

.eu Domains:

In the case of a ".eu" registration, the following terms and conditions will apply:

1. Eligibility Criteria: .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, You accordingly represent that You are:

1. an undertaking having its registered office, central administration or principal place of business within the European Union;
2. an organization established within the European Union without prejudice to the application of national law, or
3. a natural person with an address within the European Union.

4. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement You shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registration policies of the Registry and the terms and conditions applicable to Your .eu registration may be found at: www.eurid.eu/en/documents/registration_policy_v.1_0.pdf and www.eurid.eu/en/shared/documents/file_folder_2005-10-25.5121442941/terms_and_conditions_en.pdf respectively. You are responsible for monitoring the Registry's site on a regular basis. In the event that You do not wish to be bound by a revision or modification to any Registry policy, Your sole remedy is to cancel Your domain name registration by following the appropriate Registry policy regarding such cancellation.

5. Domain Name Disputes. You agree that, if the registration or reservation of Your domain name is challenged by a third party, You will be subject to the provisions specified by the Registry or any court of law.

.co.uk, .org.uk, ltd.uk, net.uk, plc.uk and me.uk and other UK Domains

In the case of a co.uk, .org.uk, ltd.uk, net.uk, plc.uk or me.uk registration, the following terms and conditions will apply:

1. "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations.

2. Domain Name Dispute Policy. If You reserved or registered a domain name through Us, or transferred a domain name to Us from another registrar, You agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at: www.nominet.org.uk/disputes/.

Please take the time to familiarize yourself with this policy.

3. Nominet UK Policy. You agree that Your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an

Nominet UK-adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name, or (2) for the resolution of disputes concerning the domain name.

The current Nominet UK terms and conditions can be found at: www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/

Website Angels (Saforia Digital Ltd) Website Angels (Saforia Digital Ltd)

4. When You submit a request for a domain name registration with Website Angels (Saforia Digital Ltd), You will be entering into two contracts - one contract with Website Angels (Saforia Digital Ltd) and one contract with Nominet UK.

5. Website Angels (Saforia Digital Ltd) will act as agents on Your behalf by submitting Your application to Nominet for You, however, You will still be entering into a direct contract between You and Nominet UK as noted in the Nominet terms. Website Angels (Saforia Digital Ltd) must also make You aware that by accepting Nominet's terms and conditions You are consenting to Nominet using Your personal data for a variety of reasons. In particular, Your name and address may be published as part of Nominet's Whois look-up service.

6. Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures.

7. You hereby consent to any and all such disclosures and use of information provided by You in connection with the registration of a domain name (including any updates to such information), whether during or after the term of Your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action You may have arising from such disclosure or use of Your domain name registration information by Us.

8. You may access Your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by Us through Your Reseller.

9. We will not process data about any identified or identifiable natural person that We obtain from You in a way incompatible with the purposes and other limitations which We describe in this Agreement.

10. We will take reasonable precautions to protect the information We obtain from You from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

Complaint Handling Process

1. If you have a formal complaint you don't feel is being handled by calling our switchboard on 0207 183 7108 then please submit your complaint to the director in writing here: <http://www.saforiadigital.co.uk/billing/contact.php> - We urge you to log into your online account in order it is attached within our system. you are also able to submit a complaint via recorded mail to: The Director, Saforia Digital Ltd, 2 Lymington Lodge, 47 Schooner Close, London, E14

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2. We aim to respond in writing within 7 business days of receiving your complaint.
3. Please be aware where we have resold 3rd party services we have to abide by the terms of service of our supplier and relevant laws governing those services.