

The parties agree as follows:

## SCOPE OF AGREEMENT

1.1 Schedules. These Master Terms describes the general terms by which, Clients may purchase Product and Service from The Supplier. The specific terms related to the individual Products and Services are described in the appropriate Product or Service Schedule. Each schedule and this Master Terms together constitute a separate agreement ("the Agreement").

## DEFINITIONS

- 2.1 **"The Supplier"** means Luna Internet Limited.
- 2.2 **"The Client"** means a company, organisation, individual or group of individuals requesting services or products from the Supplier.
- 2.3 **"The Fees"** means the charges for services as agreed between the Supplier and the Client.
- 2.4 **"The Contract"** means the contract formed by the Client requesting products or services from the Supplier.
- 2.5 **"Master Terms"** means these General Terms and Conditions for the provision of Internet related services.
- 2.6 **"The Client's Data"** means any and all information, data, computer files or other material supplied by the Client from time to time to the Supplier.
- 2.7 **"The Deliverables"** means any software, documentation or other materials provided to the Client by the Supplier.
- 2.8 **"Intellectual Property Rights"** means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property right recognised in any part of the world whether or not presently existing or applied for.
- 2.9 **"Supplier Price List"** means the Price List published by the Supplier as may be amended by the Supplier from time to time.

## TERM AND TERMINATION

- 3.1. *Term.* These Master Terms commence on the Effective Date and will continue until the expiration or termination of all schedules.
- 3.2 *Minimum term period.* Unless otherwise stated in the appropriate Product or Service Schedule the minimum term period is ninety (90) days.
- 3.3 These Master Terms shall be for a term equivalent to the subscription period paid by the Client until the expiry of that subscription period or the contract is terminated in accordance with the terms hereof.
- 3.3 *Termination at will.* Either party may terminate these Master Terms and/or any schedules without cause, for any reason, on ninety (90) days written notice to the other, outside of the minimum term period, unless otherwise stated in the appropriate Product or Service schedule.
- 3.4 *Termination by clause.* Either party may terminate these Master Terms and any or all schedules:
- immediately, by written notice, upon material breach by the other party of the Agreement, if such breach cannot be remedied;
  - by written notice, if the other party fails to cure any material remediable breach of the agreement within thirty (5) days of receipt of written notice of such a breach;
  - Automatically if Client ceases to do business in the normal cause, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to the liquidation or insolvency of Client which is not dismissed within ninety (90) days or makes an assignment for the benefit of its creditors.;
  - Immediately if the Client undergoes any change in ownership or control (whether by way of voting or contract rights or otherwise)

or in its business, which change the Supplier considers material.

3.5 *Termination by the Supplier.* In addition to the general reasons set forth in sections 3.4 above, the Supplier may terminate these Master Terms and any other schedules, immediately if the client:

- breaches the Suppliers Software License Agreement.
- breaches the any other schedule associated with these Master Terms
- breaches section 12 (Confidential Information) of these Master Terms; or
- breaches section 5 ( Acceptable Use)

3.6 Consequences of Termination or Expiration. Upon any expiration or termination of the Master Terms and or any schedules, the following will occur in relation to the terminated or expired Terms/schedules:

- Interest shall be chargeable on any amounts overdue at the rate of 3% above the base rate of the National Westminster Bank PLC as applying from time to time to run from the due date for payment until receipt by Luna Internet Ltd in full of the outstanding amount whether or not after judgement and without prejudice to any other right or remedy of Luna Internet Ltd.
- The Client shall pay for the full minimum term if the Master Terms and or any schedule is terminated within the defined Minimum Term.

## SERVICE OBLIGATION

4.0 The Supplier will use its reasonable endeavours to provide a prompt and continuing Service. The Client appreciates that:

- The quality and availability of Services may sometimes be affected by factors outside the Suppliers control such as Telecommunication network failures or interference from other applications on your own network
- to allow for upgrading, modification, maintenance or other works some or all of the Services may be temporarily unavailable. We will use reasonable endeavours to minimise the period of interruption to the Services
- For the purpose of good management and security the Supplier may need to monitor the contents of data sent or received by the Client. The Supplier may also tape conversations between you and our Customer Services for training purposes
- The Supplier reserves the right to remove e-mail from The Supplier servers that is left for a period of more than four months

## ACCEPTABLE USE

- 5.0 The Supplier has a zero tolerance policy for spam or pornography. Any sites found to contain, promote, or link to such content are subject to immediate removal from our service.
- 5.1 The Supplier cannot be held responsible for the content of pages hosted under our service. The Supplier does not review pages for content before they are posted and does not verify, endorse, or otherwise take responsibility for the content of any user-created pages. However, we reserve the right to remove any page from our servers which we determine is violating our rules and guidelines.
- 5.2 The Client is solely responsible for all files contained in their own directory, and can be held legally liable for the contents of their Web site.

- 5.3 The Supplier may terminate user accounts at any time, without notice, for conduct that violates these guidelines or for any other reason. The Supplier may terminate user accounts and delete any and all user information for conduct that The Supplier believes is harmful to the business of the Supplier or to any of its users or partners. Pages found violating these items may be subject to immediate deletion and removal from our servers, and their Webmasters subject to banishment from the Supplier network.
- 5.4 The following is a nonexclusive list of content and behaviours that are UNACCEPTABLE by the Client
- a. Content that contains or contains links to nudity, pornography, adult content, sex, extreme violence, or foul language;
  - b. Content that condones, promotes, contains, or links to cracks, hacks, their associated utilities, or other piracy-related information, whether for educational purposes or not;
  - c. Content that has been promoted through the sending of unsolicited email (spamming) or mail fraud schemes, or pages that promote or condone the sending of unsolicited email. Users who utilize the Suppliers resources, including e-mail addresses, for spam are also subject to prosecution to the fullest extent of the law;
  - d. Content that commits acts of copyright, trademark, patent, trade secret or other intellectual property infringement;
  - e. Content that is racist, or otherwise extremely offensive to others, including content which aggravates, harasses, threatens, defames, or abuses others;
  - f. knowingly or recklessly transmitting any electronic material (including viruses) through the Service that shall cause or is likely to cause detriment or harm, in any degree, to computer systems owned by The Supplier or other Internet users;
  - g. Having password-only, hidden, or restricted access pages (all Web pages must be accessible to the Internet community at large);
  - h. Sites that exploit images of children under 18 years of age;
  - i. Content that contains, links to, or participates in pyramid schemes, gambling, raffles, lotteries, and so forth;
  - j. Content that posts or discloses personal identification information or private information of individuals under the age of 13 or in connection with materials directed toward individuals under the age of 13 without verifiable parental consent;
  - k. Content that provides, sells, or offers to sell the following: controlled substances, illegal drugs and drug contraband, alcohol, weapons, pirated materials, pornography or sexual products, programs to attack others, illegal goods, escort services, instructions on making, assembling, or obtaining illegal goods or weapons, information used to break copyright or trademark violations, to destroy others' property, or to harm any people or animals;
  - l. Content that takes part in, or allows any third party to take part in, the following: reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of the Technology; individual passworking of Member sites or pages; altering copyright notices and attributes (unless permitted in writing by the author/owner); and such practices;
  - m. The Service may be used by the Client to link into other networks worldwide, and the Client

agrees to conform to the acceptable use policies of such networks.

## LIABILITY

- 6.0 The Client hereby agrees to fully indemnify and to hold The Supplier harmless from and against any claim brought by a third party resulting from the use of the Service or the Supplier network by the Client and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly by The Supplier in consequence of the Client's breach or non-observance of these terms and conditions.
- 6.1 The Client shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgements awarded against The Supplier arising from the above claims and shall provide The Supplier with notice of such claims, full authority to defend compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Client's sole expense.
- 6.2 The Client shall be liable to pay all and any additional charges in connection with the use of the Service including those levied by its telephone service provider.
- 6.3 The Client acknowledges that The Supplier is unable to exercise control over the content of information passing over the Supplier network or via the Service, and The Supplier hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.
- 6.4 The Supplier shall not be liable in respect of any breach of this contract due to any cause beyond its reasonable control including but not limited to, Act of God, inclement weather, act or omission of Government or public telephone operators or other competent authority or other party for whom The Supplier is not responsible.
- 6.5 The Client acknowledges that it has read and accepts the terms of this contract. Use of the service by the Client shall be deemed acceptance of the terms of this contract.
- 6.6 Save as expressly set out herein, all conditions or warranties, which may be implied or incorporated into this Agreement by law or otherwise, are hereby expressly excluded to the extent permitted by law. In no circumstances whatsoever will The Supplier be liable for economic, indirect or consequential loss.
- 6.7 The liability of The Supplier (if any) in contract, tort, negligence or otherwise arising out of or in connection with supply of the Service hereunder shall be limited in respect of any one event or a series of two or more connected events to £250.
- 6.8 Save where The Supplier terminates the Service without cause, the Client shall not be entitled to a refund of subscriptions paid
- 6.9 The Supplier will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of The Supplier, or by errors or omissions of the Client. The Supplier specifically excludes any warranty as to the accuracy of information received through the Service.
- 6.10 This contract shall be governed by and construed in accordance with the laws of England and Wales and the Client hereby submits to the exclusive jurisdiction of the courts of England and Wales.
- 6.11 The Supplier does not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any:
- a) loss of profits;
  - b) loss of sales or turnover;
  - c) loss of or damage to reputation;
  - d) loss of contracts;
  - e) loss of Clients or End-Users;
  - f) loss of, or loss of use of, any:
    - I. software;
    - II. data;
    - III. E-mails;

- g) loss of use of any computer or other equipment or plant;
- h) wasted management or other staff time;
- i) losses or liabilities under or in relation to any other contract;
- j) indirect loss or damage;
- k) consequential loss or damage;
- l) loss(es) directly or indirectly due to network access by third parties; or
- m) special loss or damage.

and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

## CLIENT PASSWORD

7.0 The Supplier reserves the right to change the Client's password at any time at its sole discretion.

## RESTRICTION ON SUB-LEASING/RE-SELLING

8.0 The Client in entering into this contract undertakes that it will not assign, re-sell, sub-lease or in any other way transfer The Supplier service or part thereof, unless the Client is a registered Supplier reseller. Contravention of this restriction in any way, whether successful or not, will result in the service being terminated by The Supplier forthwith.

## PROFLIGATE

9.0 Use of IP Multicast, other than by means provided and coordinated by The Supplier, is also prohibited.

## ASSIGNMENT

10.0 The Supplier shall be entitled to assign this Agreement either in whole or in part. This Agreement shall be personal to the Client who shall not be entitled to assign this Agreement in whole or in part.

## DATA PROTECTION

11.0 The Client agrees that The Supplier or its authorised representative may put the Client's name and other information obtained about it from the Registration Form and sales process into a computerised directory for internal use only, until The Supplier or its authorised representative receive specific written instructions to the contrary from the Client. The Client also agrees that these personal details may be passed onto other companies in the Supplier group even when these companies are based outside the European Union.

## CONFIDENTIAL INFORMATION

12.0 If either party desires that information provided to the other party under the Agreement be held in confidence, the party will, prior to or at the time of disclosure, identify the information in writing as confidential or proprietary. The recipient may not disclose such confidential or proprietary information, may use it only for purposes specifically contemplated in the Agreement, and must treat it with the same degree of care as it does its own similar information, but with no less reasonable care. These obligations do not apply to information which:

- a. Is or becomes known by the recipient without an obligation to maintain its confidentiality;
- b. Is or becomes generally known to the public through no act or omission of recipient, or

- c. Is independently developed by recipient without use of confidential or proprietary information. This section will not affect any other confidential disclosure agreement between the parties.

## AMENDMENTS

13.0 The Supplier reserves the right to vary these terms and conditions from time to time. Such changes shall be notified to the Client by posting on the Supplier Website or by writing to the Client. Changes in this manner shall be deemed to have been accepted if the Client continues to use the Service after a period of two weeks from the date of posting on the Website or receipt of the letter. We reserve the right to vary the terms of your contract from time to time and to make changes to the Supplier Services you receive. Although we have agreed to allow you to terminate your contract if any changes we introduce affect you detrimentally if you do not give notice to terminate your contract within one month of our notice of change you will have been taken to have accepted that change.

13.1 The Supplier reserves the right to amend the published price list from time to time. Such changes shall be notified to the Client by posting on the Supplier Website or by writing to the Client individually. Changes in this manner shall be deemed to have been accepted if the Client continues to use the Service after a period of two weeks from the date of posting on the Website. We reserve the right to vary the terms of your contract from time to time and to make changes to the Supplier Services you receive. Although we have agreed to allow you to terminate your contract if any changes we introduce affect you detrimentally if you do not give notice to terminate your contract within one month of our notice of change you will have been taken to have accepted that change.

## PAYMENT

14.0 The following payment terms are applicable to all services unless stated in any specific service schedule:

- 14.1 Payment must be received by The Supplier within 30 days of the invoice date.
- 14.2 Payment will be in advance (one month) unless stated any the relevant service schedule.
- 14.3 Failure to adhere to these terms will result in The Supplier suspending any associated service.