

The parties agree as follows:

SCOPE OF AGREEMENT

- 1.1 This schedule details the specific Terms and Conditions for the Supplier's 'Web Design' Service. This schedule is to be used in conjunction with the Master Terms to constitute the 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.

THE SERVICE

Compatibility

3.0 The Supplier developed web pages are tested to be compliant with Netscape Communicator Version 4.x, and Microsoft Internet Explorer 5.0 and above. In some cases, web pages will perform on older browsers but with reduced functionality. The Supplier does not undertake to diagnose or correct problems which occur only on unsupported viewing hardware/software combinations

3.1 In general, any web browser or combination of computer hardware and software used to browse the internet, which accounts for less than 5% of the current UK demographic is not supported, unless a prior written agreement has been reached with the Client stating otherwise, on a case-by-case basis.

Content

4.0 The Supplier does not accept responsibility for the content of your site or any information you have provided.

4.1 The Supplier shall in no circumstances (whether before or after expiry of this agreement) be liable, whether in contract, tort or otherwise, for loss, whether direct or indirect, or turnover, sales, revenue or profits, anticipated savings or wasted expenditure or for any indirect, consequential or special loss whatsoever, or for the acts of omissions of other providers of telecommunications services or for faults or failures in their apparatus.

4.2 The Supplier excludes liability for any loss of turnover, sales, revenue, profits or indirect, consequential or special loss by the Client in connection with services provided.

4.3 The Client shall effect and maintain adequate insurance cover in respect of any loss or damage to data which is part of your web site, or collected thereby.

4.4 The Client agrees to indemnify and keep effectively indemnified, The Supplier against any claims made against The Supplier arising from the content of the Client's web site.

4.5 The Client warrants that as far as all materials submitted by them to The Supplier, whether verbally, by email, fax, on disk or any other format are concerned, that the Client has the legal right to use these materials, either because the materials are the intellectual property of the Client, or because the Client has an ongoing agreement with the owner of the materials that they can be used by the Client in relation to electronic publishing and website publication.

4.6 The Client undertakes to inform The Supplier immediately if any claim, true or untrue, is made by a 3rd party that the web site content, or part of that content, is being used illegally or without necessary permission, is factually incorrect, or may be in breach of any other law, whether or not the 3rd party intends to pursue legal action against the Client.

4.7 The Client undertakes to inform The Supplier immediately if any permission to use or publish materials granted to the Client by a 3rd party lapses, is not renewed, or is made subject to more restrictive terms than previously applied.

4.8 Materials to be used in developing the Client's web site are to be supplied free of charge in the agreed format. Where no format has been discussed, this shall be taken to mean that the material should be submitted in electronic format, any of the following: email, MIME encoded email, WinZip compatible format, Stuffit compatible format, Microsoft Word format, Microsoft Excel format, Microsoft Powerpoint format, Adobe Illustrator format or Adobe PhotoShop format, by means of Microsoft Windows formatted CD-ROM or CD-R disk, Iomega ZIP disk, 1.44 Mb floppy disk

4.9 Materials to be used in developing the Client's web site are to be supplied in good time. Where no submission deadline has been agreed, this shall be taken to mean within 5 working days of The Supplier being told that the materials are readily available. If circumstances change to the effect that the Client will be delayed in providing such materials, the Client agrees to inform The Supplier immediately about the delay. The Client will ensure that its staff, contractors and other suppliers co-operate fully with the Supplier and cause no delay. Where the Supplier needs the Client to provide information or to take a decision, the Client will do so promptly and so as not to delay the Supplier.

4.10 We do not accept responsibility for any data, information or products which may be lost in transit, please ensure that you are adequately insured for loss and/or damage.

4.11 The Supplier shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in provision of products or services.

4.12 All information supplied to The Supplier by, or for the Client shall be deemed to be in the public domain, unless specifically marked 'Private and Confidential', or unless a separate signed Non-Disclosure Agreement has signed with that Client.

4.13 The Client agrees to notify The Supplier in good time, and in writing, about all defects or suspected defects which may exist or appear to exist in programming work, and other web site content which The Supplier has produced or helped to produce.

4.14 The Client agrees to provide reasonable assistance in diagnosing problems, which include supplying requested technical details, dealing with the Client's other internet providers in order to obtain technical details, and where appropriate, putting The Supplier directly in touch with technical specialists at the Client's customers, suppliers or providers of services. Where this cannot be done for reasons of confidentiality, the Client assumes all responsibility for technical liaison with The Supplier.

4.15 Please ensure that you are registered for the Data Protection Act with regards to the content of your site, including data you supply for publication, and data including personal data which is collected by your web site.

Acceptable Use

5.0 The Client undertakes to exempt The Supplier from all liability which might arise in connection with the web site and its contents, (except for those liabilities which cannot be exempted under current law in England and Wales) including but not limited to liable breach of copyright, defamation and misrepresentation.

5.1 The Client represents, undertakes and warrants to The Supplier that use the Web Site be made only for lawful purposes. In particular:

- a. the web site will not be used in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will any authorisation or permit be given by the Client to any other person to do so
- b. the web site will not contain, link to or transmit any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way, any material containing a virus or other hostile computer program, any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction

5.2 The Supplier reserves the right to suspend the service immediately in the event of a breach or suspected breach by the Client.

5.3 The above section should be used in conjunction with the Acceptable Use policy stated in the Suppliers Master Terms of Service.

Intellectual Property

6.0 Photographs, textural information and other pre-existing artwork materials supplied to The Supplier by the Client remain the intellectual property of the original owners.

6.1 Programming work, including but not limited to CGI scripts written in PERL, remains the intellectual property of The Supplier, with no modification or distribution being permitted, unless a separate written agreement has been signed with the Client stating otherwise.

6.2 If the product is made to the design or specification of the Client, then the Client warrants that such product can be made free from any third party objection or claim, and that the Client will not claim any rights over processes, or know-how disclosed by The Supplier for the manufacture of the product.

6.3 Web sites built with The Supplier CGI scripts and hosted by The Supplier may not be transferred to another hosting company or supplied to the Client in electronic format unless an intellectual property transfer agreement has been agreed with the Client.

6.4 The Supplier retains the copyright and all other rights in its sales and user literature, including the content of The Supplier web site, and in all quotations and prices none of which may be copied or used for purposes other than those for which they have been provided to the customer or prospective customer.

Scheduling / Delivery

7.0 Any time or date named by The Supplier for delivery of products or service is given and intended as an estimate only.

7.1 The Supplier may make part deliveries provided that each part shall be capable of use or resale on its own. Each such part delivery shall be accepted and paid for as if it had been performance of a separate order.