

## 1. WEB SERVICES - TERMS & CONDITIONS OF SERVICE

Blue-Bag provides domain registration, World Wide Web page hosting and email 'services'. Blue-Bag reserves the right to suspend or cancel a customer's access to any or all services provided by Blue-Bag when Blue-Bag decides that the account has been inappropriately used or otherwise. The sections below set out our terms and conditions for all world-wide web and Internet services (the Service) supplied by Blue-Bag Limited ("us") and you (The Customer). The Service consists of all features mentioned on the Blue-Bag website at <http://www.blue-bag.com> or offered in contractual arrangements and any further features which we may introduce from time to time. By purchasing and using such services you are deemed to have understood and accepted these terms and conditions and our Acceptable Use Policy (AUP) in full and agree to abide by them.

### 2. The Services generally

#### 2.1 Use of Blue-Bag Services

2.1.1  Web site services are allocated to and are for the use of the primary owner of the account only. Account owners are not permitted to resell, store or give away web-hosting services of their web site to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

2.1.2  Blue-Bag reserves the right to refuse service and /or access to its services to anyone.

2.1.3  You agree that no information provided by us shall constitute investment advice or business advice under the Financial Services Act 1986 as amended and under any appropriate regulations and that you will check with an appropriate professional adviser before acting on any information (financial or otherwise) that we give you.

2.1.4  The Service is provided on an "as available" basis and we make no warranty or representation, whether express or implied, that the Service will meet your requirements or will be uninterrupted, timely, secure or error-free. In particular, we make no warranty as to the Service's completeness, accuracy, satisfactory quality or fitness for a particular purpose.

2.1.5  We reserve the right to modify or temporarily suspend the Blue-Bag Service or any part of it without notice to you for the maintenance or technical repair or enhancement of the Service. We will use our reasonable endeavours to maintain the Service as an uninterrupted service but you will not be eligible for any compensation if you cannot use Blue-Bag at any time or for any period of time due to any failure or suspension of the Service.

2.1.6  No warranty is given by us or the Originators as to results that may be obtained or the accuracy, completeness or timeliness of any information obtained through the Service including the Blue-Bag website and to the maximum extent permitted by the law, we and our Originators expressly disclaim and exclude any and all warranties, conditions and other terms of any kind, whether express or implied not expressly set out in these terms and conditions, including without limitation, warranties of satisfactory quality, merchantability, fitness for a particular purpose or of non-infringement with respect to the content of the Blue-Bag website or any material or contents of any Originators or other third party website whether or not the Blue-Bag website links to that material or website.

2.1.7  Your dealings with, and interest in, promotions, services, or merchants found on or via the Blue-Bag Service, unless explicitly stated by us, are solely between you and the person with whom you are dealing. Should any dispute arise between you and them, we will use our reasonable endeavours to help you resolve the situation, but we will not be responsible for any losses or damages that may arise from any such dealings.

#### 2.2 Registration and Information supplied

2.2.1  When registering for services you agree to supply accurate, true and up to date information. You must notify us immediately of any changes via email or letter.

2.2.2  We may use your registration information - or other personal information submitted by you at another time - in accordance with any purposes for which your consent is or has been given as part of the process during which you submit that information. Your details may be passed on and stored by companies that we have contracted with to provide the services but only for the purpose of providing those services to you.

2.2.3  We will not disclose your registration or other personal information to any third party without your consent: other than as set out above; as required by law or any competent authority; or as permitted by the Data Protection Act 1998 or as set out in our privacy policy.

2.2.4  We reserve the right to terminate your account and services supplied to you if any of the information supplied by you is inaccurate, untrue or out-of-date.

2.2.5  You agree to pay the fee (monthly or annual) for the Service as detailed on our website and selected by you when purchasing services. The fee is payable in advance (monthly or annually as the case may be) and non refundable.

#### 2.3 Illegal material or material that may cause offence

2.3.1  Blue-Bag expressly disallows any and all of the following content to be stored on its servers or transmitted using services provided by Blue-Bag:

- Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.
- Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Blue-Bag.
- WareZ** - Includes pirated software, ROMs, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

#### 2.4 Access and Use of Services

2.4.1  You agree to comply with our Acceptable Use Policy (AUP) in respect of any of the services provided by Blue-Bag. We reserve the right to update or change the AUP without notice and your continued use of Services will constitute acceptance of these changes. As stated in the AUP failure to observe the AUP at any time may result in the immediate suspension of the Service without notice and the loss of any

email, web content or related data or information stored at, or transiting the Service.

2.4.2  We reserve the right to deny access to all or any part of the Service if the telephone calling line identification ('CLI') is withheld or unavailable from the telephone line that you use to access the Service.

2.4.3  You will be provided with a username, password as part of the registration process. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under the username and password. You will not pass your username, or password or any other code or password that is used to access to the Service to another user. You agree to immediately notify us of any unauthorised use of your username or password or any other breach of security of which you become aware. You will be liable for all costs, direct or indirect, howsoever incurred, to Blue-Bag for any action or potential action taken against Blue-Bag if your username, password, PIN or any other code or password that is used to access to the Service are disclosed to a third party until your inform Blue-Bag of such a breach.

2.4.4  You acknowledge that the Services are accessed, where applicable, via the internet or via a fixed line or mobile phone. You are responsible for the provision of, and payment for, a suitable PC and modem and for the fixed line and mobile phone services (including call charges) necessary for connection to the Services. This Service does not include the provision of any phone services necessary for connection to the Internet or use of the Services and you are required to obtain these from your local telecommunication's operator.

### 3. Specific Services

#### 3.1 Domain Name Registration

3.1.1  For the purposes of administration of any domain name registered through Blue-Bag you agree to appoint us as your representative to complete the formalities with the relevant domain name registration organisation, currently Nominet UK for ".co.uk" and ".org.uk" domains ("the Name Registry") and to deal with The Name Registry on your behalf for the duration of our agreement, accordingly all your dealings with The Name Registry must be through us.

3.1.2  It is your responsibility to request us to renew any domain when required. We will inform you one month prior to a domain requiring renewal. You will receive an email notification and details of charges required for the renewal of a domain. On receipt of a request to renew and the appropriate fee we will renew the domain on your behalf. If not such notification or payment is received we will not renew the domain.

3.1.3  In the event that you wish to change, modify or transfer your ".co.uk" or ".org.uk" domain name, there will be an administration fee payable of £75.00 (including VAT).

3.1.4  Registrations of your domain name with The Name Registry will be valid for 2 years. By requesting a domain name through us you agree to be subject to the terms and conditions of The Name Registry, which in respect of Nominet UK, are available for inspection at <http://www.nic.uk/terms.html>. When we register your domain name a record of ownership will be available to the public on the register maintained by The Name Registry.

3.1.5  In the event that the Service is terminated for any reason, your domain name will be detagged by Blue-Bag and returned to The Name Registry provided that you have paid all charges due for the Service. You will then have to liaise direct with The Name Registry regarding your domain name. You may then have to pay an additional charge if you wish to have your domain name hosted by another ISP. On the 2nd anniversary of the registration of your domain name, The Name Registry may invoice you for the applicable renewal fee at the prevailing rate.

3.1.6  You must not intentionally ask us to register a domain name that infringes the rights of any other person or company. You acknowledge that there can be no guarantee that your choice of domain name will be available and should therefore not do anything in respect of the domain name until you receive notification that your domain name has been duly registered and we accept no liability for any such action by you.

3.1.7  You agree to be bound by The Name Registry dispute resolution service in the event that any other party claims to be entitled to the domain name you have registered.

3.1.8  In consideration for the domain name being made available to you at no charge you agree that we can, at our discretion, deploy a "Powered by Blue-Bag" logo or message with a link to the Blue-Bag website together with any associated Blue-Bag promotional material on any Service associated with your domain name.

3.1.9  The domain name service is only available within the United Kingdom

#### 3.2 Email Service

3.2.1  Email sent to your registered email accounts will be stored in your mailbox.

3.2.2  You are responsible for checking your mail regularly and storing any emails you wish to keep.

3.2.3  The size of your mailbox will be restricted to 200MB. Where your mailbox exceeds this size we may reject any new mail sent to you. Such rejected mail will be returned to the sender and you will not be received by you.

3.2.4  If the service is terminated or cancelled for any reason any email messages in your mailbox will be deleted.

#### 3.3 Software

3.3.1  You agree to comply with the terms of any end user license agreement and any other agreements reasonably required by the owners of any intellectual property rights in any software provided to you by us. You shall indemnify us against all claims, liability, damages, costs and expenses, including legal fees, incurred or suffered by us arising out of any breach of any such end user license or other agreements.

3.3.2  No warranties are provided by us in respect of the software. You acknowledge that your sole warranties in respect of the software are those contained in any end user license agreement (if any).

3.3.3  You acknowledge that it will be your responsibility to obtain any upgrades to any software supplied by us.

## 4. Payment for Services

### 4.1 Payment And Renewal Policies

4.1.1  Although Blue-Bag reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of payment.

4.1.2  Payment is due each anniversary year or month following the date the account was established. Customers will be informed of the charges unless closure notification has already been given.

4.1.3  In situations where payment is not received by the due date, Blue-Bag will immediately suspend the service. In addition, Blue-Bag reserves the right to suspend other services until the outstanding debt is cleared.

4.1.4  The customer is responsible for all money owed on the account from the time it was established to the time that a written cancellation request is received from the Customer and including time reasonably required to cancel the service.

### 4.2 Payment Options

4.2.1  Bills and invoices will be sent by regular mail. All invoices will be sent directly to the customer. All payment is in UK sterling.

### 4.3 Cancellation and Refunds

4.3.1 We may terminate the Service and your contract with us immediately where:

- (a) you fail to pay the fees;
- (b) you breach any of the terms and conditions contained in this agreement;
- (c) you breach the AUP;
- (d) you become bankrupt or enter into any arrangement with your creditors.

4.3.2  You may terminate your contract and the Service by giving us 14 days written notice.

4.3.3  Fees charged on a pre-pay basis are non-refundable. In addition some accounts incur set-up fees, these charges are also non-refundable.

4.3.4  Where the Service is terminated for any reason whatsoever, you will be required to pay any charges due for the Service up to the date of termination. Any amounts prepaid by you up to the date of termination will be forfeited by you.

## 5. General legal clauses

5.1.1  These Terms and Conditions constitute the entire agreement between us with respect to their subject matter.

5.1.2  We may modify the Contract at any time, such modifications becoming effective immediately upon posting of the modified Contract on our web site or by us notifying you by email or post of the changes. You may stop using any of the Services at that time. By continuing to use the Services following any such modification you will be deemed to accept such modification.

5.1.3  Any waiver by us of any of our rights shall not prevent us from bringing any proceeding and will not be construed as a waiver of any succeeding breach of any provision by you.

5.1.4  Any decision we make in relation to Blue-Bag services, these Terms and Conditions or the AUP shall be final.

5.1.5  If any part of these Terms and Conditions or any AUP shall be held to be invalid or unenforceable, this shall not affect the enforceability of any other provision of these Terms and Conditions or the AUP.

5.1.6  These Terms and Conditions and all other legal relationships between us shall be governed by English law, and are subject to the exclusive jurisdiction of the English courts.

### 5.2 Indemnification

5.2.1  The Customer agrees that it shall defend, indemnify, save and hold Blue-Bag harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Blue-Bag, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be by customer, its agents, employees or assigns resulting from services provided by Blue-Bag.

5.2.2  Customer agrees to defend, indemnify and hold harmless Blue-Bag against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Blue-Bag's services; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Blue-Bag's services.

5.2.3  The Customer agrees to indemnify us and our officers, directors and employees, against all claims, liability, damages, costs and expenses, including legal fees, incurred or suffered by us arising out of any breach of these Terms and Conditions, the AUP or your use of the Service.

### 5.3 Limitation of Liability

5.3.1  Blue-Bag shall not be liable for any indirect, special or consequential losses you may suffer arising from or in any way connected with Blue-Bag services. Nor in any circumstances will we be liable for any loss of business, profits, business interruption, information or loss of data, or any other pecuniary loss whatsoever (even where we have been advised of the possibility of such loss or damage). We shall not be liable for any loss or damage suffered as a result of any virus or other hostile computer program being introduced, denial of service, spamming or hacking.

5.3.2  Blue-Bag makes no warranties of any kind, expressed or implied for services we provide.

5.3.3  Blue-Bag 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 Blue-Bag and its employees.

5.3.4  We are not liable for any use you make of Blue-Bag services, nor for any content which you may send or receive using Blue-Bag services, nor for any charges that you incur with any third party or for any transactions entered into through Blue-Bag services.

Further copies of these terms and the Acceptable Use Agreement can be obtained from Blue-Bag - [info@blue-bag.com](mailto:info@blue-bag.com).