

BadgerBytes Ltd.

Standard Terms and Conditions for the Supply of Services

Registered in England. Reg. No: 6485571 Reg. Address: 120 Cavendish Place, Eastbourne, East Sussex, UK BN21 3TZ

The following constitutes the Terms and Conditions under which BadgerBytes Ltd. trades and supplies its Services and related products. These conditions, in conjunction with the details as shown on the BadgerBytes Ltd. Order, Customer Forms and full Terms and Conditions as shown on the BadgerBytes Ltd. Web Site www.badgerbytes.com, represents the totality of the Agreement and form the Contract between BadgerBytes Ltd. Limited and you the Customer.

Any agreed variation or alteration to all or part of these Terms and Conditions, shown on the BadgerBytes Ltd. Web Site www.badgerbytes.com, will not invalidate the remainder or the whole. Any alteration or addition to the Services instructed on the order will necessitate the issue of a new Order. BadgerBytes Ltd. is entitled to suspend Services if the Customer does not adhere to the conditions of the Contract.

1. Definitions

In this Contract unless the context otherwise requires:

BadgerBytes Ltd. means BadgerBytes Limited., residing at 5 Mason Road, Seaford, East Sussex. BN25 3EE

Customer means the party with whom BadgerBytes Ltd. makes this Contract and is identified by the authorised signature on the Order Form as a party to this Contract. This shall include a person reasonably appearing to BadgerBytes Ltd. to act with that Customers authority

Contract means the Contract between BadgerBytes Ltd. and the Customer incorporating these conditions, any BadgerBytes Ltd. Order Form, the accepted tender document and BadgerBytes Ltd. published charges for the provision of its services

Service means any service supplied by BadgerBytes Ltd., including but not limited to Web site design (graphic or otherwise), Web site creation, Web site hosting, intranet or extranet provision, Web promotion, training, programming, Domain Name Registration, Redirection or the supply of Internet connectivity or any consultancy related to the Internet

Charges means the charges fees as agreed on the Order Form or accepted tender document for products and services requested or incurred during the Contract period;

Internet means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol)

Media means all text, images, sound, animations, information within databases and any other material or content that is used in the provision of the Service

2. Acceptance of application

BadgerBytes Ltd. reserves the right to refuse any application for subscription or service

3. Copyright Responsibility

The copyright of all Media supplied by the Customer must be: owned by the Customer or approved in writing for use by the copyright holder of the Media

The Customer is solely responsible for ensuring the appropriate copyright approval has been sought and obtained and, if so requested by BadgerBytes Ltd., shall provide evidence in writing, in advance

BadgerBytes Ltd. assumes that all information and media given by the Customer does not infringe any copyright and as such accepts no legal responsibility

4. Confidentiality

4.1 Proposal & Tender documents

Any tender proposals, initial ideas and designs created by or submitted by BadgerBytes Ltd. for the purposes of or preliminary to, the Contract are the sole property of BadgerBytes Ltd. and will be held in confidence by the Customer

4.2 The Service

The Customer may not divulge any information relating to the technology or technical processes underlying or comprised in the Service or to BadgerBytes Ltd. business affairs or finances and received by the Customer during or prior to the Contract period of the Service. The Customer understands that all work and discussions with BadgerBytes Ltd. remain confidential and shall not at any time or for any reason discuss or permit to be disclosed to any person such information nor otherwise make use of this information

4.3 Confidentiality Exclusions

The foregoing provisions of this condition 3 shall not apply to any information which

- is in the public domain (or subsequently comes into the public domain) as at the date of this Contract through no fault of the Customer and not in breach of these terms and conditions

- was already known to the Customer on the date of disclosure provided that such prior knowledge can be substantiated and proved by documentation

- properly and lawfully becomes available to the Customer from sources independent of BadgerBytes Ltd.

5. Rights to Design & Content

5.1 Final Media Ownership

The final Media content created by BadgerBytes Ltd. that makes up the Website is the property of the Customer but BadgerBytes Ltd. is entitled to be acknowledged as the designers and/or programmers

5.2 Underlying Media Ownership

The programming source code, initial designs, source media created or designed by BadgerBytes Ltd., BadgerBytes Ltd. database procedures and other technical processes (and all intellectual property rights underlying or subsisting in any of same) remain the property of BadgerBytes Ltd.

5.3 Use of Final Media

Except with BadgerBytes Ltd. prior approval and consent in writing (which will only be given on terms satisfactory to BadgerBytes Ltd., acting reasonably) the Customer shall not use (nor knowingly permit such use by a third party) the final Media content created by BadgerBytes Ltd. other than for Website purposes

6. Other Provisions

6.1 Using The Service For Promotional Purposes By BadgerBytes Ltd.

It is normal for BadgerBytes Ltd. to indicate the Service was created and supplied by BadgerBytes Ltd. with one or more links on the Service provided. BadgerBytes Ltd. reserves the right to use details of the Service in promotional material

6.2 Media quality

BadgerBytes Ltd. can take no responsibility for the condition of any media received by the client. However, BadgerBytes Ltd. will take every reasonable precaution in the handling of any media while in BadgerBytes Ltd. possession

6.3 Definition of Support and Maintenance

This includes the uploading of your web site to your web space and testing, the maintenance of your web site and limited updating & correcting of your web site information. This is limited to one page per month and does not include design reconstruction

6.4 BadgerBytes Ltd. "Business Package"

The BadgerBytes Ltd. "Business Package" package is discounted over the minimum contract period of 2 years. Should the contract be broken prior to expiry a surcharge will be automatically payable

7. Billing & Payment

Any Service that requires payment on an annual or other basis will be payable in advance on the dates indicated within the BadgerBytes Ltd. Order Form or accepted tender document

Alterations after completion will be charged at BadgerBytes Ltd. then current standard Contract hourly rate until a separate Contract or agreement is entered into

On or after these times BadgerBytes Ltd. will invoice the Customer. Terms are 30 days from invoice unless specified differently on the invoice

If work has commenced and the provision or completion of the Service is delayed by the Customer, BadgerBytes Ltd. reserves the right to invoice for work completed up to and including that date

BadgerBytes Ltd. reserves the right to withhold any part or all of the Service in the event of any non-payment

8. Termination of Service

At any time after the expiry of the minimum term (if applicable – as specified on the Order Form) this Contract may be terminated by either party on giving at least 30 days notice to the other. The Customer shall pay all charges up to the expiry of the notice. The Customer's notice does not avoid any other liability for Service already provided

9. The Definition of updates to a service

BadgerBytes Ltd. will provide updates to your web site where such updates are replacing previous text information on your web site are reasonably similar in both structure and position as the text that is being replaced. Updates will normally be provided at the rate of 1 web page per month unless otherwise agreed in writing

10. Matters beyond BadgerBytes Ltd. reasonable control

BadgerBytes Ltd. is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure (meaning circumstances or contingencies beyond BadgerBytes Ltd. control which prevent or hinder the performance by BadgerBytes Ltd. of any its obligations under the Contract), war, disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, failure by connected carriers or warehouse services

11. Liability

In performing any obligation under this Contract, BadgerBytes Ltd. duty is only to exercise the reasonable care and skill of a competent Web Site Designer

BadgerBytes Ltd. cannot be held responsible in any way for the popularity, success and/or use of the Web Site or any other part of the Service

BadgerBytes Ltd. cannot be held responsible for the accuracy or relevance of any Media used in the provision of the Service

The Customer acknowledges that BadgerBytes Ltd. has no control over the information transmitted via the Service and that BadgerBytes Ltd. does not examine the use to which the Customers put the Service or the nature of the information they are sending or receiving. BadgerBytes Ltd. hereby excludes all liability of any kind for the transmission or reception of information of whatever nature

The Customer shall indemnify and hold harmless BadgerBytes Ltd. against losses, liabilities and expenses of whatever kind which BadgerBytes Ltd. may sustain, incur or pay and arising out of, or otherwise attributable to

- access to and/or use of, the Service or the Internet by any Customer
- any information, data or material produced, transmitted or downloaded by any Customer
- any breach by the Customer of any of the provisions of this Contract or of any law, code or regulation relating to this Contract or the Internet or users thereof
- Any breach of copyright or trademark laws relating to Media provided by the Customer

BadgerBytes Ltd. undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus

BadgerBytes Ltd. is not liable in Contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever

Except as stated above BadgerBytes Ltd. makes no warranty as regards its Service and will not be responsible for any damage allegedly suffered or claimed by the Customer for any reason including but not limited to loss of data, wrong or non deliveries and service interruptions

BadgerBytes Ltd. may on occasions use 3rd party services. In this event, the terms and conditions of the 3rd party will apply.

12. Variation

The Company reserves the right to vary these terms and conditions as a result of changes required by its insurers, operation or administration problems, new legislation, statutory instruments, Government regulations or licenses. These Conditions may not otherwise be varied or waived except by express written agreement between both parties

13. Law

This Contract is subject to English Law and the exclusive jurisdiction of the English courts