



INTERNET-BASED TERMS AND CONDITIONS

These terms and conditions are additional to Purple Motion Ltd (Purple Motion) standard terms and conditions, and override standard terms and conditions if held to be contradictory.

DOMAIN NAME REGISTRATION

1 Authorities / administrators

ICANN – Governing body for domain names ending .com, .org, .net

Network Solutions Inc. – Registry administrator of domains governed by ICANN

Nominet – Governing body for domain names ending .co.uk, .org.uk, .ltd.uk

and .plc.uk Nominet UK – Registry administrator of domains governed by Nominet

2 .uk domain contractual obligations

By registering .uk domains, you are entering in to a contract with Nominet UK.

3 Service provision

Domain name registration is submitted by Purple Motion to the Registry administrator or an authorised Registry administrator reseller, who puts the domain name into effect. Domain names are typically registered for 12 or 24 months.

4 Domain renewals

renewal will be advised to you by e-mail, and if notice of cancellation which must be in writing or e-mail and received at Purple Motion registered office, is not received prior to the renewal date, the domain name will automatically be renewed to ensure the domain is not lost to another party.

5 Fees

All invoices for registration and / or renewal are payable in full before the registration / renewal date. Prepaid fees are non-refundable. The fee amount will be advised prior to registration / renewal, providing a cancellation option.

6 Client responsibilities

It is the client's duty and responsibility to ensure that the domain name and the purpose for which it is used do not infringe upon the legal rights of a third party, and that it is not used for any unlawful purpose. The client must keep Purple Motion informed of the domain name holder's name, mailing address, e-mail address, telephone and fax number i.e. the person authorised to confirm or cancel renewal.



7 Information disclosure

The client authorises Purple Motion to provide any information that might be required to fulfil domain name registration or renewal, to any of the parties mentioned above or their duly authorised agents.

8 Domain name dispute policy

The industry standard Uniform Domain Name Dispute Resolution Policy applies.

HOSTING

1 Website hosting constitutes the business of housing, serving, and maintaining files of one or more websites. The storing of adult content or content that is illegal under English Law is not permitted.

2 Hosting is provided using web servers operated by companies who provide specialist services in this regard. The choice of provider is at the sole discretion of Purple Motion, having regard to Client needs and requirements.

3 For the purposes of any maintenance or repair hosting services may have to be suspended for short periods of time and you will be advised of any downtime requirements.

4 Both bandwidth and disk space usage requirements are determined at initial contract supply and if agreed usage limits are exceeded Purple Motion reserve the right to charge incrementally for excesses.

5 Hosting services are provided for a term of 12 months on a prepay basis and are non-refundable. Renewal upon expiry of the term is automatic unless a cancellation notice has been received in writing or by e-mail at Purple Motion's registered office.

E-MAIL ADDRESSES

1 E-mail address are charged accordingly and are only registered with authorized service providers.

2 E-mail address(es) are provided for a term of 12 months on a prepay basis and are non-refundable. Renewal upon expiry of the term is automatic unless a cancellation notice has been received in writing or by e-mail at Purple Motion registered office.

3 Limitation of Warranty and Liability

4 Customer agrees that it shall defend, indemnify, save and hold Purple Motion harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Purple Motion, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Purple Motion against liabilities arising out of;

(1) any injury to person or property caused by any products sold or otherwise distributed in connection with server space provided;

(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 the server space provided.

5 Purple Motion are not liable for any failure of services provided by Nominet, Nominet UK, any authorised Registry administrator resellers, Hosting service providers and their web servers, or providers of e-mail services. In the event of any corruption or hardware failure Purple Motion will make best endeavours, through the service provider, to restore services but will not be responsible for any damages that the client's business might suffer. As part of our security procedures Purple Motion will backup data on a daily basis and will restore backed up data upon request. Purple Motion make no warranties of any kind, express or implied for services we provide. Service level options are available to clients to limit the effect on their business in the event of service failures occurring.

6 Purple Motion are not liable for any infringements, and retain the right to suspend or cancel a domain name and hosting service and related e-mail services if it is made aware of any infringement, by any party.

6 Purple Motion reserve the right to suspend or cancel any domain registration, hosting service or e-mail service for any client invoices that remain unpaid outside standard or specific terms and conditions payment terms.

7 Purple Motion are not liable for any loss of business whilst maintenance or repair work is undertaken.

8 Industry standard Uniform Domain Name Dispute Resolution Policy applies.



HEADINGS AND TERMINOLOGY

1 The headings of the terms and conditions herein are for convenience or reference only and do not form part of this Agreement nor effect its interpretation

2 Common industry definitions apply to any and all technical phrases and terminology.

DATA FORMATS

The client agrees to Purple Motion's definition of acceptable means of supplying data to the company.

Text is to be supplied to Purple Motion in electronic format as standard text (.txt), MS Word (.doc) or via e-mail.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Purple Motion via electronic drive, or e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Purple Motion will not be held responsible for any image quality which the client later deems to be unacceptable. Purple Motion cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images.

DESIGN PROJECT DURATION

Any indication given by Purple Motion of a design project's duration is to be considered by the customer to be an estimation. Purple Motion cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Purple Motion for the initial payment or by date confirmed in writing Purple Motion.



RIGHTS OF ACCESS FOR WEBSITE CONSTRUCTION

The client agrees to allow Purple Motion all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, user-names and passwords. The customer also agrees to allow Purple Motion access to any computer systems, user-names and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. The customer agrees to supply Purple Motion with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

DESIGN PROJECT COMPLETION

Purple Motion considers the design project complete upon receipt of the customer's signed approval form. Other services such as printing, display panel production, film-work, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

WEBSITE DESIGN ONLY

Purple Motion require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Purple Motion will provide the customer with the opportunity to review the resulting work. Purple Motion will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Purple Motion by e-mail or fax and confirmed by post.

Purple Motion will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

DATA PROTECTION ACT

Purple Motion use all collected data in accordance with the Data Protection Act 1998. The information we hold about clients and their clients remains at all times confidential and is available for inspection with written notice.