

1. Services

(a) GIVE THE DOG A BONE LIMITED warrant that they will provide services using all reasonable care and skill.

(b) GIVE THE DOG A BONE LIMITED shall make all reasonable efforts to notify the customer of any planned changes that may affect the services provided. Such changes include, but are not limited to, changes to the network, routine and emergency maintenance downtime.

(c) Where GIVE THE DOG A BONE LIMITED supplies, in connection with the provision of the Services, any goods or services supplied by a third party, GIVE THE DOG A BONE LIMITED gives no warranty nor guarantee in relation to those goods or services. GIVE THE DOG A BONE LIMITED shall, where relevant, assign to the customer the benefit of any warranty, guarantee or indemnity given by any third party supplying goods or services to GIVE THE DOG A BONE LIMITED.

(d) Web site provision is subject to the terms and conditions of the third party provider (host). Details of how to view these terms and conditions shall be made available once GIVE THE DOG A BONE LIMITED has determined, in its view, the most suitable host for the customer's needs. The customer shall be deemed to have full knowledge of such terms and conditions and the supply by GIVE THE DOG A BONE LIMITED of services is subject to those terms and conditions.

2. Acceptable use

(a) The Acceptable Use Policy of GIVE THE DOG A BONE LIMITED defines actions which GIVE THE DOG A BONE LIMITED considers to be abusive and therefore strictly prohibited.

(b) When using services supplied by GIVE THE DOG A BONE LIMITED the customer must ensure that all services associated with its account are acceptable under the terms of the Acceptable Use Policy.

(c) In the event of breach of the policy by the customer, GIVE THE DOG A BONE LIMITED reserves the right to suspend or withdraw services and in that event the customer shall not make any claims against GIVE THE DOG A BONE LIMITED in respect of refunds for unused services and performance.

3. Acceptable Use Policy

(a) The customer is prohibited from transmitting on, or through any services of GIVE THE DOG A BONE LIMITED, any material that is, in the opinion of GIVE THE DOG A BONE LIMITED, unlawful, obscene, threatening, abusive, libelous or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, national or international law. The services supplied by GIVE THE DOG A BONE LIMITED may be used only for lawful purposes.

(b) Transmission, distribution, or storage of any information, data or material in contravention of UK, European, or other international regulation or law, or by the common law, is prohibited. Such material includes, but is not limited to, material protected by copyright, trademark, trade secret or any other statute.

(c) The Customer may not use the services of GIVE THE DOG A BONE LIMITED to circumvent user authentication or the security of any host, network or account. Such circumvention includes, but is not limited to, accessing data not intended for the customer, logging into a server or account, the customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy.

(d) The Customer may not attempt to interfere with or deny service to any user host or network. In particular, but not by way of limitation, the Customer shall not attempt to overload or crash a host or network system.

(e) The Customer shall ensure that all web site content has been suitably tested prior to publication to a shared server. In the event that GIVE THE DOG A BONE LIMITED believe that a particular web site is abusing the resources of a server, GIVE THE DOG A BONE LIMITED reserves the right to suspend or limit the services GIVE THE DOG A BONE LIMITED would normally make available. Normal service will only be resumed when the customer has identified and rectified any anomalies within the web site. GIVE THE DOG A BONE LIMITED may, at its discretion, make a charge to the customer for work carried out by GIVE THE DOG A BONE LIMITED in identifying the abuse of the shared server resources.

(f) The customer is not authorised to load or install any application

or component of any description to a shared server.

(g) GIVE THE DOG A BONE LIMITED has zero tolerance for Unsolicited Commercial Email (UCE) that is in any way associated with GIVE THE DOG A BONE LIMITED, its customers, or any of its Customers' associates. Infringement of this policy may result in the removal of GIVE THE DOG A BONE LIMITED from the advertised or originating site, temporary shutdown of the server or a block on outgoing mail, or a permanent disconnection to this service. Such infringements include, but are not limited to:

(i) Attempting to transmit an e-mail via GIVE THE DOG A BONE LIMITED services from a domain name that is not known on the GIVE THE DOG A BONE LIMITED network.

(ii) Sending mail to users who have not specifically requested such mail, including opt-out mailing lists.

(iii) Sending, being involved in sending, or employing a third party to send mail which advertises or mentions a site hosted at GIVE THE DOG A BONE LIMITED to users that have not specifically requested such mail.

(iv) Forging of message headers to mask the originator of the message.

(v) Harassment, whether through language, frequency or size of messages.

(h) GIVE THE DOG A BONE LIMITED will co-operate fully with investigations of violations of systems or network security, including co-operating with law enforcement authorities in the investigation of suspected criminal violations. A customer who violates systems or network security may be subject to criminal or civil liability.

(i) Any material including text, graphics, photographs, designs, trademarks or any other form of material for the inclusion on a web site, whether provided electronically to GIVE THE DOG A BONE LIMITED or where it is requested to scan such material into its computer, will be assumed to be the property of the customer or it will be assumed that the customer has permission from the rightful owner to use such material and will defend, indemnify, save and hold harmless GIVE THE DOG A BONE LIMITED from any liabilities, losses, costs and claims including all legal fees that may arise or result from the use of such material as instructed by the Customer.

4. Confidentiality

(a) GIVE THE DOG A BONE LIMITED will protect the confidentiality of the Customer's information, account information and personal communications as far as possible, consistent with the law and the legitimate interests of GIVE THE DOG A BONE LIMITED.

(b) GIVE THE DOG A BONE LIMITED will use Customer information as required to conduct its day to day business and provide information on new or upgraded services, special offers or other services which may be of interest to the customer.

(c) GIVE THE DOG A BONE LIMITED will not disclose its Customers' account information unless GIVE THE DOG A BONE LIMITED has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights property of GIVE THE DOG A BONE LIMITED, its customers or others, or where GIVE THE DOG A BONE LIMITED has a legitimate belief that the law requires such disclosure or is instructed by a court to make such disclosure.

(d) GIVE THE DOG A BONE LIMITED will not, except for the reasons set out below, disclose to third parties the contents of any communications GIVE THE DOG A BONE LIMITED holds or generates relevant to its Customers. The circumstances under which GIVE THE DOG A BONE LIMITED will disclose such Customer communication are:

(i) When it is necessary in order to provide services to the Customer.

(ii) When it is necessary to protect the legitimate interest of GIVE THE DOG A BONE LIMITED and its customers.

(iii) When it is required to co-operate with interception orders, warrants, or other legal process which GIVE THE DOG A BONE LIMITED, in its sole discretion, determines to be valid and enforceable.

(iv) When it is necessary to provide to a law enforcement agency with the contents of communications inadvertently obtained by GIVE THE DOG A BONE LIMITED and which appear to relate to commission of a crime.

(e) GIVE THE DOG A BONE LIMITED disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on, or transmitted through its services unless ordered to make such information available by a court. GIVE THE

DOG A BONE LIMITED will review, delete or block access to communications which may harm GIVE THE DOG A BONE LIMITED, its customers or third parties.

(f) GIVE THE DOG A BONE LIMITED disclaims any and all liability in relation to any customer web site links requested by the Customer as part of a service provided by GIVE THE DOG A BONE LIMITED. Such external web sites may have their own privacy and confidentiality provisions in place, which may be different to those of GIVE THE DOG A BONE LIMITED. It is the responsibility of the Customer to familiarise himself with such policies.

5. Domain Name Registrations

(a) GIVE THE DOG A BONE LIMITED will use its best endeavors to effect the successful registration of a domain name itself, or through its agents, as requested by the Customer. GIVE THE DOG A BONE LIMITED does not accept any liability for failing to register such domain names requested by the Customer.

(b) It is the responsibility of the Customer to ensure that the details provided are correct and valid at the time of a new domain name registration to GIVE THE DOG A BONE LIMITED. Details must include the registrant's name, company or individual's name, full address, postcode, country, valid e-mail address and international telephone number.

(c) GIVE THE DOG A BONE LIMITED does not operate a cancellation process for new domain name registrations or refund any charges in respect of the domain name registration.

(d) Transfers to or from GIVE THE DOG A BONE LIMITED are completed free but may be subject to adding one year to the domain's expiration date and the associated costs of such addition will be passed on to the Customer by GIVE THE DOG A BONE LIMITED.

(e) When requested to transfer a domain to another host GIVE THE DOG A BONE LIMITED will endeavor to complete its obligation within 7 working days, and on completion of the transfer the customer will pay GIVE THE DOG A BONE LIMITED the sum of £25.

(f) Where GIVE THE DOG A BONE LIMITED is not the administration contact of a domain name, GIVE THE DOG A BONE LIMITED gives no warranty for the completion of any transfer.

(g) No domain name can be transferred to an alternative host if the Customer's account is in arrears, whether or not the domain is owned by the Customer.

(h) Where GIVE THE DOG A BONE LIMITED acts as the billing contact with a recognised registrar or naming authority, GIVE THE DOG A BONE LIMITED will, via post or e-mail, advise the Customer of the due renewal of a domain name. If the Customer fails to respond in reasonable time and make payment prior to the invoice due date, the domain name shall not be renewed.

(i) If GIVE THE DOG A BONE LIMITED is the administration contact for a domain name, the Customer will, when appropriate, request GIVE THE DOG A BONE LIMITED to amend the registrant's details accordingly. These changes will be carried out by GIVE THE DOG A BONE LIMITED free of charge, except where a change of ownership applies.

(j) Domain name registrations/renewal fees will be paid by GIVE THE DOG A BONE LIMITED on behalf of the Customer. The Customer will reimburse GIVE THE DOG A BONE LIMITED.

(k) The registration and use of domain names on the internet are subject to the requirements of the relevant naming authority/registrar with whom the domain name has been registered.

(l) GIVE THE DOG A BONE LIMITED will register domain names and configure them to GIVE THE DOG A BONE LIMITED hosting provider. If the Customer has already registered a domain name such domain name will be configured to the named servers provided by GIVE THE DOG A BONE LIMITED. GIVE THE DOG A BONE LIMITED does not accept any responsibility for and is not liable for the following:

(i) Suspension or loss of a domain name.

(ii) Interruption of business.

(iii) Infringement of the rights of a third party either directly or indirectly.

(iv) Names already registered by a third party or by the Customer.

(m) GIVE THE DOG A BONE LIMITED will make every reasonable effort to design each web page for acceptable display in the most popular browsers. GIVE THE DOG A BONE LIMITED does not accept responsibility for any pages that do not display acceptably in

less popular browsers or more recent versions of browsers released after the pages have been created. GIVE THE DOG A BONE LIMITED does not accept responsibility or liability for any search engine, on-line directory or search site, which chooses not to list a Customer's web site or give such web site a low placing in the search engine result.

(n) GIVE THE DOG A BONE LIMITED cannot guarantee that any search engine will index or list any web pages or web sites that are submitted to them by GIVE THE DOG A BONE LIMITED

(o) GIVE THE DOG A BONE LIMITED cannot guarantee that the customer will receive any email, online orders, bookings, visitors and so forth to their web pages or website.

6. Network

(a) GIVE THE DOG A BONE LIMITED Network is comprised of all equipment under the control of GIVE THE DOG A BONE LIMITED.

(b) GIVE THE DOG A BONE LIMITED Network does not include:-

(i) Equipment located on the Customer's premises.

(ii) Telephone circuits between a POP and the Customer's location.

(iii) Any networks or network equipment not owned or controlled by GIVE THE DOG A BONE LIMITED.

(c) GIVE THE DOG A BONE LIMITED will make all reasonable efforts to notify the customer of any planned changes to the GIVE THE DOG A BONE LIMITED network of facilities which affect the services provided.

7. Payments

(a) Unless otherwise agreed in writing, all services will be invoiced on completion. Where monthly subscriptions are agreed, these shall be paid by monthly standing order or direct debit on an agreed monthly date.

(b) If paying by direct debit, please note that Give The Dog A Bone Limited has appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited (www.eazycollect.co.uk), to collect your payments and Eazy Collect will be shown on your bank statement.

(c) Payment is due from the Customer 15 days from the date of the invoice, though any setup payments that form part of the agreement shall normally be paid in advance of the commencement of work. The customer shall ensure that all payments are received by GIVE THE DOG A BONE LIMITED on or before the due date.

(d) GIVE THE DOG A BONE LIMITED reserves the right to suspend services, without notice, in the event the Customer fails to make the required payment by or on the due date.

(e) Interest on late payments will be charged under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998. Details of this may be found at the following link:

http://www.opsi.gov.uk/ACTS/acts1998/ukpga_19980020_en_1.

Interest for late payment will be charged at 8% per month.

(f) In the event of GIVE THE DOG A BONE LIMITED reinstating services, GIVE THE DOG A BONE LIMITED will charge the Customer for each service reinstated.

(g) Any payment from the Customer returned by GIVE THE DOG A BONE LIMITED Bank will result in GIVE THE DOG A BONE LIMITED charging a £50 administration fee which will be added to the original invoice.

(h) If, after commissioning the web site the Customer withdraws from his contract with GIVE THE DOG A BONE LIMITED, the Customer will be invoiced for the proportion of work already completed by GIVE THE DOG A BONE LIMITED. This will be charged at a minimum rate of £75 per page in either completed, part completed or concept stage. Where monthly subscriptions are agreed this minimum shall be subject to 9 (b) below.

(i) Upon receipt of payment the web site will be uploaded on to a third party web hosting provider where the web site will be hosted for an initial period of 12 months. GIVE THE DOG A BONE LIMITED will not be liable for any loss or damage, whether indirect, direct, incidental, consequential which may experienced by the Customer and caused by the third party hosting provider.

(j) Upon receipt of payment GIVE THE DOG A BONE LIMITED will set up 2 web based (POP) e-mail accounts for the customer to use for the initial period of 12 months. The Customer will provide 2 account names and passwords for use in this respect. GIVE THE DOG A BONE LIMITED will not be liable for any loss or damage, whether direct, indirect, incidental or consequential which may be experienced by the customer and which is caused by the third party e-mailing provider, nor for any loss or damage, whether direct, indirect, incidental or

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consequential which may be caused by the customers use of any controlled panel or FTP (filed transfer protocol) provision supplied by GIVE THE DOG A BONE LIMITED. GIVE THE DOG A BONE LIMITED shall not be responsible for the physical set up of these (POP) e-mail accounts on The Customers computer but will provide the names of two recognised IT consultants for this purpose if the customer requests. GIVE THE DOG A BONE LIMITED shall not be responsible for the performance of either of the named IT consultants, nor the performance of any e-mail accounts throughout the contract. At all times, it shall be deemed the customers responsibility to satisfy themselves that email provision is catered for by their own appointed IT resource. GIVE THE DOG A BONE LIMITED shall not be considered an IT resource in this respect.

8. Costs

- (a) Costs for services procured or guaranteed for the contractual period shall be agreed between GIVE THE DOG A BONE LIMITED and the Customer.
- (b) GIVE THE DOG A BONE LIMITED shall neither increase nor decrease costs charged to the Customer should the cost to GIVE THE DOG A BONE LIMITED increase or decrease during the contractual period in respect of third party hosting. Where a request is made for increased service provision, an agreed (in writing) cost increase shall apply.
- (c) GIVE THE DOG A BONE LIMITED reserves the right to change its cost structure at any time. Such cost changes will not affect existing contractual agreements between GIVE THE DOG A BONE LIMITED and the customer.

9. Contract duration

- (a) The duration of the Contract between GIVE THE DOG A BONE LIMITED and the Customer shall be determined by the services purchased by the Customer.
- (b) IN the case of a standard 24 month agreement the Customer may only give Notice to cancel services after a minimum 24 months has elapsed and only then by providing 3 months written notice, issued by email after 21 months. The 3 months notice shall commence from the date of a return email from GIVE THE DOG A BONE LIMITED or one of its officers acknowledging the termination date. GIVE THE DOG A BONE LIMITED will not refund any monies received. For the avoidance of doubt, the absolute minimum contract period is 24 months unless otherwise established at outset.
- (c) GIVE THE DOG A BONE LIMITED may terminate the Customer's contract at any time if the Customer commits a repeated or material breach of an obligation under these terms and conditions, becomes bankrupt, has an interim receiving order made against him, enters into any deed of arrangement with creditors, or becomes a patient under the Mental Health Act 1983, is subject to a winding up order, has been placed in receivership, or has ceased trading.
- (d) The Customer may request the upgrade of a service at any time. If the Customer has exceeded the minimum term of the service procured, GIVE THE DOG A BONE LIMITED will enter into new contract negotiations with the Customer.

10. Limitations

- (a) Whilst GIVE THE DOG A BONE LIMITED will at all times make every effort to ensure the standard and delivery of services, GIVE THE DOG A BONE LIMITED gives no warranty of any kind, expressed or implied, for the services provided to the customer. Such lack of warranty includes, but is not limited to, loss of business, loss of data and all services interruptions.
- (b) GIVE THE DOG A BONE LIMITED shall use its best endeavors to search engine optimise the website of the customer. GIVE THE DOG A BONE LIMITED is not able to provide guarantees in respect of search engine optimisation.

11. Exclusions

- (a) GIVE THE DOG A BONE LIMITED shall have no liability to the Customer if the Customer's account is in arrears, GIVE THE DOG A BONE LIMITED has suspended or withdrawn services as a result of the customer's breach of any of these terms and conditions, is

subject to a winding up order, has been placed in receivership, or has ceased trading, has become bankrupt, has had an interim receiving order made against him, enters into any Deed of Arrangement with creditors, or becomes a patient under the Mental Health Act 1983.

12. Terms and Conditions

- (a) From time to time, it will be necessary to up-date these terms and conditions and the Customer agrees to be bound by the new terms and conditions by their use of the system after the implementation date for them.
- (b) GIVE THE DOG A BONE LIMITED reserves the right to impose immediate implementation of any new terms and conditions where necessary for the protection of its system. Should the customer find any new terms and conditions unacceptable, the customer shall be granted a refund of any unexpired part of their subscription and the customer agrees, that, save for this refund, the customer shall not make any claim whatsoever for compensation in relation to the cancellation or withdrawal of their subscription. Any refund of an unexpired part of any subscription shall only be paid where 15 months of the agreement has already expired. The customer agrees that any payment subscription that falls short of the absolute minimum 15 months period shall be deemed due and shall be settled within 15 days.
- (c) The Customer is responsible for reviewing information regularly posted on line in the terms and conditions pages. These can be viewed at <http://www.givethedogabone.com/files/TermsandConditions.pdf>
- (d) GIVE THE DOG A BONE LIMITED will post a new copy of any new terms and conditions within seven days of production.

13. Indemnity

- (a) The Customer shall defend, indemnify, save and hold harmless GIVE THE DOG A BONE LIMITED against any and all demands, liabilities, losses, costs and claims, including all the legal fees, that may arise or result from any service provided or performed or agreed to be performed, by a Customer, its clients, agents, employees or representatives. Such liabilities include, but are not limited to
- (i) Any injury to any person or property caused by any products sold or otherwise distributed in connection with GIVE THE DOG A BONE LIMITED Services.
- (ii) Any materials supplied by a Customer infringing or allegedly infringing the proprietary rights of a third party.
- (iii) Copyright infringements.
- (iv) Any defective product sold via GIVE THE DOG A BONE LIMITED Services.
- (b) The Customer will comply with all statutes and regulations without GIVE THE DOG A BONE LIMITED being required to specify the same in respect of goods advertised through the Customer's web site, enquiries received by customers and enquiries processed through any e-mail system provided by GIVE THE DOG A BONE LIMITED.
- (c) GIVE THE DOG A BONE LIMITED will use every reasonable endeavor to insure the integrity and security of the server but does not guarantee the server will be free from unauthorised users or hackers and shall be under no liability for non receipt or mis-routing of email or for any other failure of email.

14. Copyright

- (a) Ownership of the layout and design of any web site created by GIVE THE DOG A BONE LIMITED, and the copyright therein, shall remain with Give The Dog A Bone Limited.

15. Disputes

- (a) All disputes, differences and questions which at any time arise between GIVE THE DOG A BONE LIMITED and the Customer arising out of or in respect of these terms and conditions shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment of it for the time being in force.

16. Health & Safety

(a) GIVE THE DOG A BONE LIMITED undertakes to comply with the requirements of the Health & Safety at Work Act 1974 and other relevant statutory provisions currently in force during the period services are being supplied.

17. Force Majeure

(a) If GIVE THE DOG A BONE LIMITED is prevented from carrying out its services as a result of circumstances beyond its control, such services shall be suspended during any period of delay so caused. Such circumstances include, but are not limited to an act of god, riot, explosion, fire, flood, strikes, lock-out, war or government restrictions.

18. Jurisdiction

(a) The laws of England and Wales shall apply to these terms and conditions.