



## **SERVICE AGREEMENT**

This Service Agreement (“Agreement”) applies to the purchase from Taste Media Ltd, hereinafter referred to as “TASTE MEDIA LTD”) of all services (collectively, the “Services”) selected by Customer, including but not limited to online strategy consultancy services, web site hosting services, web site production services, and custom web development services (collectively, the “Web Services”) and email marketing services, social media marketing services, pay-per-click advertising services and search engine optimisation services (collectively, the “Marketing Services”). TASTE MEDIA LTD reserves the right to modify its network and facilities used to provide the Services for purposes including but not limited to accommodating evolving technology and increased network demand, and providing enhanced services. TASTE MEDIA LTD shall use reasonable efforts to notify Customer of any planned changes to TASTE MEDIA LTD’s network or facilities that may adversely affect the Services provided hereunder.

### **TERM - WEB SERVICES**

Unless otherwise agreed in writing between Customer and TASTE MEDIA LTD, this Agreement shall be for an initial term of twelve months. This Agreement will be automatically renewed, at the end of the Initial Term, on a month-to-month basis unless either party provides thirty (30) days written notice to the other of termination of this Agreement prior to the end of the then current term. The Initial Term and all month-to-month extensions thereof are collectively referred to herein as the term of this Agreement.

### **TERM - MARKETING SERVICES**

Unless otherwise agreed in writing between Customer and TASTE MEDIA LTD, this Agreement shall be for an initial term of six months. This Agreement will be automatically renewed, at the end of the Initial Term, on a month-to-month basis unless either party provides sixty (60) days written notice to the other of termination of this Agreement prior to the end of the then current term. The Initial Term and all month-to-month extensions thereof are collectively referred to herein as the term of this Agreement.

## **BILLING AND PAYMENT**

### **Pricing:**

During the term of this Agreement, Customer shall pay the fees for the Services that are set forth on the Purchase Order Form. Such fees may include taxes, fees or assessments by governmental agencies and TASTE MEDIA LTD shall have the right, at any time, to pass through and invoice to Customer any new or increased taxes, fees, assessments or other charges imposed on or required to be collected by TASTE MEDIA LTD by any governmental agency.

### **Terms of Payment:**

Invoices are due and payable upon receipt. All payments shall be made in British Pounds, in advance of the provision of Services or as otherwise agreed between TASTE MEDIA LTD and Customer. Monthly fee payments shall be made by standing order unless expressly otherwise agreed in writing between TASTE MEDIA LTD and Customer.



### **Service Continuation After Initial Term:**

The fees set forth in the Purchase Order Form are guaranteed during the Initial Term of this Agreement. If Customer continues to receive the Services after the Initial Term without entering into a new agreement or agreement extension, the fees charged after the Initial Term shall be at the then standard TASTE MEDIA LTD rates for such services, without discount, determined month to month.

### **Service Charge:**

Customer will be liable to pay a late payment charge equal to 1.5% (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the date upon which payment is due.

**Suspension Or Interruption Of Service For Non-Payment:** In the event Customer's account becomes past due, or is otherwise deemed insecure, TASTE MEDIA LTD may, in its sole discretion, suspend, interrupt or disconnect the Services. In the event of such suspension, interruption or disconnection, Customer may be required to post a deposit or such other security, as TASTE MEDIA LTD Terms & Conditions 2015 deems necessary in order to resume receiving the Services. In addition, if TASTE MEDIA LTD in its sole discretion, deems Customer to be financially insecure, TASTE MEDIA LTD may require such other action of Customer, including letters of credit, security deposit(s), restrictions on available credit or other action as TASTE MEDIA LTD may require from time to time regardless of Customer's then-current status or payment history. Failure to satisfy TASTE MEDIA LTD's request for such action within timelines set by TASTE MEDIA LTD may result in immediate termination of service without further notice.

### **CONSULTANCY SERVICES: PRE-PAID BANK OF HOURS**

Pre-paid Bank of Hours services are provided at standard hourly rates and must be pre-paid in blocks of no less than 10 hours at a time. Customer will receive a monthly statement detailing activity for the period and the month-end balance of hours. Pre-paid Bank of Hours services terminate when all the hours of the Bank of Hours have been used. A notice will be sent to Customer when seventy-five percent (75%) of the purchased hours have been consumed, providing sufficient time for Customer to purchase additional hours as may be required without any interruption of service. Unused hours expire 12 months after date of purchase (taken from date of Purchase Order Form signed by Customer).

### **ACCEPTABLE USES**

Customer shall at all times adhere to the TASTE MEDIA LTD Acceptable Use Policy contained herein, as amended from time to time by TASTE MEDIA LTD effective upon posting of the revised policy. Notwithstanding anything to the contrary contained herein, TASTE MEDIA LTD may immediately take corrective action, including disconnection or discontinuance of any and all Services, or terminate this Agreement in the event of notice of possible violation by Customer of the TASTE MEDIA LTD Acceptable Use Policy. In the event TASTE MEDIA LTD takes corrective action due to a violation of the TASTE MEDIA LTD Acceptable Use Policy, TASTE MEDIA LTD shall not refund to Customer any fees paid in advance of such corrective action.



## **CANCELLATION POLICY**

The minimum contract is twelve months unless otherwise agreed in writing between TASTE MEDIA LTD and Customer, after which time Customer may terminate this Agreement by giving TASTE MEDIA LTD at least thirty (60) days prior written notice. However, Customer remains obliged to pay all amounts remaining in the Initial Term. In order to terminate early, Customer's primary contact person on the account should notify TASTE MEDIA LTD of such request to do so. TASTE MEDIA LTD shall not be liable for unauthorised termination of an account. Any termination by TASTE MEDIA LTD or Customer shall not relieve Customer of any obligations to pay fees accrued prior to such termination. In the event that a Customer primary account holder cancels a service, service will be cancelled immediately, and the remainder of any payment that has been received forfeited. TASTE MEDIA LTD reserves the right to terminate this Agreement without cause prior to the end of the term upon thirty (30) days written notice to Customer. Where a standing order is in force in payment for a service which is cancelled by either party in accordance with the terms of this paragraph, it will be Customer's responsibility to cancel the applicable standing order. In the event that Customer fails to cancel any such standing order in good time to prevent an over payment to TASTE MEDIA LTD, TASTE MEDIA LTD reserves the right, at its sole discretion, to make an administration charge of 10% of the value of any such overpayment when processing any resultant refund.

## **IP ADDRESS OWNERSHIP**

TASTE MEDIA LTD shall maintain and control ownership of all IP numbers and addresses that may be assigned to Customer by TASTE MEDIA LTD and TASTE MEDIA LTD reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

## **CACHING**

Customer expressly (i) grants to TASTE MEDIA LTD a license to cache the entirety of Customer's Web Site, including content supplied by third parties, hosted by TASTE MEDIA LTD under this Agreement and (ii) agrees that such caching is not an infringement of any of Customer intellectual property rights or any third party's intellectual property rights.

## **BANDWIDTH AND/OR DISK USAGE**

Customer agrees that bandwidth and/or disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Purchase Order Form. TASTE MEDIA LTD shall monitor the customer's usage. If bandwidth or disk usage exceeds the agreed upon number of megabytes per month, TASTE MEDIA LTD, in its sole discretion, may assess additional standard charges, disconnect or discontinue any and all Services, or terminate this Agreement. In the event that TASTE MEDIA LTD elects to take such action, Customer shall not be entitled to a refund of any fees paid in advance of such corrective action.



## **DISCLAIMER OF WARRANTY - WEB SERVICES AND MARKETING SERVICES**

Customer acknowledges and agrees that TASTE MEDIA LTD exercises no control over, and accepts no responsibility for, the content of the information passing through TASTE MEDIA LTD's host computers, network hubs and points of presence (the "TASTE MEDIA LTD Network") or the Internet. NEITHER TASTE MEDIA LTD, ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS NOR THE LIKE MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT FOR THE SERVICES OR ANY EQUIPMENT TASTE MEDIA LTD PROVIDES. NEITHER TASTE MEDIA LTD, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. TASTE MEDIA LTD IS NOT LIABLE FOR THE CONTENT OR LOSS OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CLIENTELE VIA THE SERVICE(S) PROVIDED BY TASTE MEDIA LTD.

## **INDEMNIFICATION**

Customer will indemnify, save harmless, and defend TASTE MEDIA LTD and all directors, officers, employees, and agents of TASTE MEDIA LTD (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to the use of the Services by Customer, including any violation of the TASTE MEDIA LTD Acceptable Use Policy. Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

LIMITATION OF LIABILITY IN NO EVENT SHALL TASTE MEDIA LTD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, SUFFERED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF TASTE MEDIA LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will TASTE MEDIA LTD's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual amount paid by Customer for the Service which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose. Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations or exclusions may not apply to Customer. In such jurisdictions, TASTE MEDIA LTD's liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.



## **FORCE MAJEURE**

TASTE MEDIA LTD shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, terrorist or other attack, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

## **INTELLECTUAL PROPERTY**

Customer represents and warrants that Customer's use of the Services shall not infringe the intellectual property or other proprietary rights of TASTE MEDIA LTD or any third party. Customer further acknowledges that all right, title and interest in any and all technology, including the software that is part of or provided with the Services and any trademarks or service marks of TASTE MEDIA LTD (collectively, "TASTE MEDIA LTD Intellectual Property") is vested in TASTE MEDIA LTD and/or in TASTE MEDIA LTD's licensors. Unless otherwise specifically provided in this Agreement, Customer shall have no right, title, claims or interest in or to the TASTE MEDIA LTD Intellectual Property. Customer may not copy, modify or translate the TASTE MEDIA LTD Intellectual Property or related documentation, or decompile, disassemble or reverse engineer the TASTE MEDIA LTD Intellectual Property, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Unless otherwise specifically provided in this Agreement, Customer is not authorised to distribute or to authorise others to distribute the TASTE MEDIA LTD Intellectual Property in any manner without the prior written consent of TASTE MEDIA LTD; provided, however, that nothing in this sentence would preclude Customer from using the TASTE MEDIA LTD Intellectual Property as incorporated in the Services. This paragraph shall not operate to extinguish, restrict, vary, waive or affect in any manner whatsoever any right, title or interest which Customer may now have or hereafter acquires in, or in relation to, the third-party software that is part of or provided with the Services solely to the extent such third-party licensors publicly provide such rights, title or interest in the third-party software to Customer.



## **CONFIDENTIAL INFORMATION**

Each party acknowledges that, in the course of the performance of this Agreement, it may have access to customer information and communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property and trade secrets of the other party ("Confidential Information"). Except as provided in TASTE MEDIA LTD's Acceptable Use Policy (AUP), each party agrees to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Upon request of either party or on termination or expiration of this Agreement, each party shall return the Confidential Information of the other party then in its possession. Nothing in this Agreement shall prohibit or limit either party's use of information which (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is rightfully in receiving party's possession, as evidenced by receiving party's records; (c) is disclosed to the receiving party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (d) is independently developed by the receiving party without any breach of this Agreement; (e) is the subject of a written permission to disclose provided by the disclosing party; or (f) is required by law to be disclosed.

Customer further agrees and acknowledges that TASTE MEDIA LTD may disclose Customer account information in accordance with TASTE MEDIA LTD's Acceptable Use Policy (AUP), located at <http://www.Taste Media Ltd.co.uk>, as amended from time to time by TASTE MEDIA LTD effective upon posting of the revised policy at the URL.

## **CUSTOMER DATA**

Customer is responsible for its content residing on TASTE MEDIA LTD servers, and except as otherwise agreed with TASTE MEDIA LTD, for the backup thereof.

## **GOVERNING LAW**

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the States of Jersey.

## **ENFORCEMENT OF AGREEMENT**

In the event it is necessary for TASTE MEDIA LTD to enforce its rights under this agreement, Customer agrees to pay all fees incurred by TASTE MEDIA LTD (including, but not limited to, attorney's fees and collection agency fees).

## **AMENDMENT OR WAIVER**

Except as otherwise provided herein, this Agreement may not be amended except upon the written consent of Customer and an officer of TASTE MEDIA LTD. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.



## **ASSIGNMENT AND SEVERABILITY**

This Agreement shall be binding upon and inure to the benefit of Customer, TASTE MEDIA LTD and their respective successors, and assigns. Customer may not assign this Agreement without the prior written consent of TASTE MEDIA LTD, which consent will not be unreasonably withheld. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

## **NOTICES**

All notices to Customer hereunder shall be given at the Billing Address provided on the signature page hereto. All notices to TASTE MEDIA LTD hereunder shall be given to:

### **Taste Media Ltd**

Rue Des Pres  
St Saviour  
Jersey  
JE2 7QZ

Any notice hereunder shall be in writing and shall be given by registered, certified or Express mail, or reliable overnight courier addressed to the addresses in this Agreement, or by facsimile. Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid.

## **ENTIRE AGREEMENT**

This Agreement, and any other document or agreements specifically identified in this Agreement, supersedes all previous representations, understandings or agreements.

## **ACCEPTANCE OF SERVICES**

ACCEPTANCE OF THIS AGREEMENT BY TASTE MEDIA LTD MAY BE SUBJECT, IN TASTE MEDIA LTD'S ABSOLUTE DISCRETION, TO SATISFACTORY COMPLETION OF A CREDIT CHECK AND CONTINUED CREDIT WORTHINESS OF CUSTOMER. ACTIVATION OF SERVICE SHALL INDICATE TASTE MEDIA LTD'S ACCEPTANCE OF THIS AGREEMENT. USE OF THE TASTE MEDIA LTD NETWORK CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. CUSTOMER represents and warrants that Customer HAS full authority and right to enter into this Agreement. Customer further represents and warrants that Customer is at least 18 years of age.



## **TASTE MEDIA LTD ACCEPTABLE USE POLICY (AUP)**

As a provider of web site hosting, and other Internet-related services, TASTE MEDIA LTD offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate public, private, commercial, and non-commercial information. TASTE MEDIA LTD respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, TASTE MEDIA LTD reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, TASTE MEDIA LTD has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilising TASTE MEDIA LTD's services. This AUP will be revised from time to time. A customer's use of TASTE MEDIA LTD's services after changes to the AUP are posted on TASTE MEDIA LTD's web site, [www.Taste Media Ltd.co.uk](http://www.Taste Media Ltd.co.uk), will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes. One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that TASTE MEDIA LTD cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because TASTE MEDIA LTD cannot monitor or censor the Internet, and will not attempt to do so, TASTE MEDIA LTD cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When subscribers disseminate information through the Internet, they also must keep in mind that TASTE MEDIA LTD does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over TASTE MEDIA LTD's network and may reach a large number of people, including both subscribers and non-subscribers of TASTE MEDIA LTD, subscribers' postings to the Internet may affect other subscribers and may harm TASTE MEDIA LTD's goodwill, business reputation, and operations. For these reasons, subscribers violate TASTE MEDIA LTD policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

### **Spamming:**

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward TASTE MEDIA LTD, but also because it can overload TASTE MEDIA LTD's network and disrupt service to TASTE MEDIA LTD subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, TASTE MEDIA LTD has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.





**Intellectual Property Violations:**

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. TASTE MEDIA LTD is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also TASTE MEDIA LTD's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

**Obscene Speech or Materials:**

Using TASTE MEDIA LTD's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. TASTE MEDIA LTD is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through TASTE MEDIA LTD's network.

**Defamatory or Abusive Language:**

Using TASTE MEDIA LTD's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

**Forging of Headers:**

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message. **Illegal or Unauthorised Access to Other Computers or Networks:** Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

**Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities:** Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

**Facilitating a Violation of this AUP:**

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to Spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.

**Forums, Social Media Web sites, Usenet Groups:**

TASTE MEDIA LTD reserves the right not to accept postings from third party web sites where we have actual knowledge that the content of the web site violates the AUP.

**Other Illegal Activities:**

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

**Other Activities:**

Engaging in activities, whether lawful or unlawful, that TASTE MEDIA LTD determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. TASTE MEDIA LTD will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with TASTE MEDIA LTD policy or applicable law. When TASTE MEDIA LTD becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate. TASTE MEDIA LTD also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching TASTE MEDIA LTD's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. TASTE MEDIA LTD does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. TASTE MEDIA LTD has the right to directly take action against a customer of a subscriber. Also, TASTE MEDIA LTD may take action against the TASTE MEDIA LTD subscriber because of activities of a customer of the subscriber, even though the action may effect other customers of the subscriber. Similarly, TASTE MEDIA LTD anticipates that subscribers who offer Internet services will cooperate with TASTE MEDIA LTD in any corrective or preventive action that TASTE MEDIA LTD deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of TASTE MEDIA LTD policy. TASTE MEDIA LTD also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, TASTE MEDIA LTD urges its subscribers to assume that all of their on-line communications are insecure. TASTE MEDIA LTD cannot take any responsibility for the security of information transmitted over TASTE MEDIA LTD's facilities. TASTE MEDIA LTD will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. TASTE MEDIA LTD may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, TASTE MEDIA LTD may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. TASTE MEDIA LTD assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, TASTE MEDIA LTD may disclose subscriber information or information transmitted over its network where necessary to protect TASTE MEDIA LTD and others from harm, or where such disclosure is necessary to the proper operation of the system. TASTE MEDIA LTD expects that its



subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate TASTE MEDIA LTD policy. Finally, TASTE MEDIA LTD wishes to emphasise that in accepting the service agreement, subscribers indemnify TASTE MEDIA LTD for any violation of the service agreement, law, or TASTE MEDIA LTD policy that results in loss to TASTE MEDIA LTD or the bringing of any claim against TASTE MEDIA LTD by any third-party. This means that if TASTE MEDIA LTD is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against TASTE MEDIA LTD, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including TASTE MEDIA LTD and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [support@tastemedia.co.uk](mailto:support@tastemedia.co.uk)

## **TASTE MEDIA LTD DOMAIN NAME REGISTRATION AND RENEWAL TERMS OF SERVICE**

**1. INTRODUCTION** - In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and "we", "us", "our", and "TASTE MEDIA LTD" refer to TASTE MEDIA LTD ("TASTE MEDIA LTD"). This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services. By selecting TASTE MEDIA LTD's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional TASTE MEDIA LTD service(s) or to modify or cancel your TASTE MEDIA LTD service(s) (even if we were not notified of such authorisation), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at our offices in St Helier, Jersey, the location of our principal place of business.

**2. VARIOUS SERVICES** - Paragraphs 1 through 23 are applicable to any and all of the services you have chosen.

**3. FEES, PAYMENT AND TERM OF SERVICE** - As consideration for the services you have selected, you agree to pay TASTE MEDIA LTD the applicable service(s) fees at the time of your selection. All fees are due immediately and are non-refundable. TASTE MEDIA LTD may take all remedies available to collect fees owed. Unless otherwise specified, each TASTE MEDIA LTD service is for a one-year term. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal.

**4. ACCURATE INFORMATION** - As further consideration for the TASTE MEDIA LTD service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the application process; and (2) maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. Our privacy policy, incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our website at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your



Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorised access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you intend to license the use of our domain name registration services to a third party, you will remain our customer and you are responsible for complying with all terms and conditions of this Agreement.

**5. MODIFICATIONS TO AGREEMENT** - Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on TASTE MEDIA LTD's Web sites, or upon notification to you by e-mail or mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows,

**Taste Media Ltd**

Rue Des Pres  
St Saviour  
Jersey  
JE2 7QZ

Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees. By continuing to use TASTE MEDIA LTD's services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our website of a general informational nature. No employee, contractor, agent or representative of TASTE MEDIA LTD is authorised to alter or amend the terms and conditions of this Agreement.

**6. MODIFICATIONS TO YOUR ACCOUNT** - In order to change any of your account information with us, you must use the Account Number and the Password that you were given if you opened your account with us through our online application process. Please safeguard your Account Number and Password from any unauthorised use. In no event will we be liable for the unauthorised use or misuse of your Account Number or Password or security authentication option.



**7. DOMAIN NAME DISPUTES** - You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

**8. AGENTS** - You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorised actions of your agent. By acting on your behalf, your agent certifies that he or she is authorised to apply for our services on your behalf, that he or she is authorised to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, or if your agent incorrectly provides information in the application or renewal process.

**9. NOTICES AND ANNOUNCEMENTS** - You authorise us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

**10. LIMITATION OF LIABILITY** - You agree that our entire liability, and your exclusive remedy, with respect to any TASTE MEDIA LTD service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). TASTE MEDIA LTD and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the TASTE MEDIA LTD services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data misdelivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorised use or misuse of your Account Number, Password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your Web site; (8) loss or liability from your inability to use our dot com mail service; (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorised modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or (10) loss or liability as a result of the application of our dispute policy.



**11. INDEMNITY** - You agree to release, indemnify, and hold TASTE MEDIA LTD and our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable legal fees and expenses, of third parties relating to or arising under this Agreement, the TASTE MEDIA LTD services provided hereunder or your use of the TASTE MEDIA LTD services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. If we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. By registering a name you agree to keep TASTE MEDIA LTD and its directors fully and effectively indemnified at all times and indemnify TASTE MEDIA LTD and its directors accordingly against all costs, claims, liabilities actions and expenses arising directly or indirectly through your choice and use of the domain name or by any breach by you of your obligations contained herein.

**12. BREACH** - You agree that your failure to abide by any provision of this Agreement, any TASTE MEDIA LTD operating rule or policy, the dispute policy, or your wilful provision of inaccurate or unreliable information as part of the application process, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other TASTE MEDIA LTD' service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

**13. NO GUARANTY** - You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

**14. REPRESENTATIONS AND WARRANTIES** - You agree and warrant that: (i) the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other TASTE MEDIA LTD service(s) is, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, and (iv) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis. We do not and will not determine the legality of your domain name and do not otherwise evaluate whether your domain name, if used as a trademark or service mark, infringes upon the rights of others. You agree to use your domain name only as a web address and not as a trademark or service mark. We do not have any duty to investigate or search the legal availability of any name that may be used by you as your domain name. You agree that we have the unilateral right to suspend or terminate your use of your domain



name at any time if we are presented with claims by third parties that are, in our sole judgment, supported by any evidence that your use of your domain name infringes upon the rights of others.

**15. DISCLAIMER OF WARRANTIES** - WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA THAT IS DOWNLOADED OR IS OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**16. REVOCATION** - You agree that we may terminate or suspend your contractual right to use our service(s) if we are presented with claims by third parties that are, in our sole judgment, supported by any evidence that you have breached any of the warranties and representations you have given in paragraph 14, above, or if the information that you are obligated to provide to register your domain name or register for other TASTE MEDIA LTD services(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend or terminate your domain name registration services, or transfer your domain name, in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

**17. RIGHT OF REFUSAL** - We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other TASTE MEDIA LTD service(s), or to delete your domain name. In the event we do not register your domain name or register you for other TASTE MEDIA LTD service(s), or we delete your domain name or other TASTE MEDIA LTD service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion your domain name or refusal to register you for other TASTE MEDIA LTD service(s).

**18. SEVERABILITY** - You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

**19. ENTIRETY** - You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us



regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

**20. TRANSFER AND ASSIGNMENT** - You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: [http:// www.Taste Media Ltd.co.uk](http://www.Taste Media Ltd.co.uk). Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

**21. GOVERNING LAW** - You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of Jersey.

**22. AGREEMENT TO BE BOUND** - By applying for a TASTE MEDIA LTD service(s) you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by TASTE MEDIA LTD.

**Taste Media Ltd**

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St Saviour  
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