

SILS LENDIR

Welcome to the Sils Lendir Experience

TERMS OF SERVICE FOR SILS LENDIR WEB HOSTING

Account Holder: **Website Example Customer**

Services (Hosting)

Initial Term: **12 months**
Price: **£10.00 per month**
Storage Space: **250 Megabytes**
Bandwidth: **1 Gigabyte per month**
Additional traffic: **£0.02 per Megabyte**

Services (Domain Name(s))

Initial Term: **24 months (for .uk domain)**
 12 months (for .com, .info, .net, .org)
Price: **£25.00 per domain**
Domains: **We list your domain(s) here**

This is an agreement between you (“Account Holder”) and Sils Lendir relating to your use of computer services related to hosting one or more websites (“Services”).

General

This agreement governs the terms and conditions under which Sils Lendir makes the Services offered by Sils Lendir available. Under this Agreement, you must comply with the Sils Lendir “Acceptable Use Policy”, as updated from time to time by Sils Lendir, which can be viewed at www.silslendir.com. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, BY SUBMITTING SUBSCRIBER INFORMATION AND INITIAL TERM PAYMENT YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING PARTY TO, THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT SUBSCRIBER INFORMATION OR INITIAL PAYMENT.

Term

This agreement (“Agreement”) becomes effective when Account Holder provides subscriber information.

Due to the nature of the transaction Account Holder waives any right to withdraw from the transaction when an order has been submitted.

Sils Lendir will host an account for Account Holder, for the period of time corresponding with the payment plan chosen by Account Holder in the registration process (the “Initial Term”).

SILS LENDIR

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Renewal. If Account Holder wishes to terminate the Services at the end of the Initial Term or any subsequent Renewal Terms, notice of intent to terminate must be given in written form (letter, email (hosting@silslendir.com)), at least 30 days prior to termination date. Phone notification is this not accepted as sufficient notification. If Account Holder fails to notify Sils Lendir of its intent not to renew, this Agreement will be automatically renewed for a period equal to the Initial Term (“Renewal Term”) at Sils Lendir then current rates and charges.

Fees and Payment Terms

Fees and Expenses. Unless modified in accordance with the sub-section Price Changes within this section. Account Holder will pay all fees due according to the prices and terms specified within the schedule on page one of this agreement, and as subsequently amended by mutual agreement.

All prices exclude VAT @17.5%.

Sils Lendir registration form requires Account Holder to provide contact information (like name and email address) and financial information (like bank details or credit card numbers). Contact information is used to send confirmations, and is used to get in touch with Account Holder when necessary. Financial Information is used to continuously bill Account Holder for products and services. All information is stored by Sils Lendir.

Price Changes. During the initial term of this Agreement, Account Holder will not be charged an amount greater than the price set for the Services hereunder. Sils Lendir, however, reserves the right, without prior notice, after such Initial Term, to change the prices charged to Account Holder for the services provided by Sils Lendir. Upon renewal, as provided in section Term/Renewal above, the prices may be changed and to the then prevailing prices for the Services.

Account Holder has no rights in any services or products until all applicable fees has been paid and cleared into Sils Lendir account.

Account Holder Obligations

Warranties of Account Holder. Account Holder represents and warrants that: (1) Account Holder is legally capable of entering into this agreement, (2) the performance of its obligations and use of the Services (by Account Holder, its customers and users) will not violate any applicable laws, regulations or cause breach of any agreements with any third parties or unreasonably interfere with other Sils Lendir customers’ use of Sils Lendir services; and (3) that it will strictly comply with the Sils Lendir Acceptable Use Policy, as set forth below, and these Terms and Conditions.

The wilful provision of inaccurate or unreliable information by Account Holder; the wilful failure of Account Holder to promptly update information provided to Sils Lendir,

SILS LENDIR

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or the failure by Account Holder to respond over five (5) calendar days to inquiries by Sils Lendir concerning the accuracy of the information associated with Account Holder, shall constitute a material breach of this Agreement, and shall entitle Sils Lendir to terminate this Agreement.

Compliance with Law and Sils Lendir Acceptable Use Policy and Terms and Conditions. Account Holder agrees that it has received, read and understands the Sils Lendir Acceptable Use Policy which contains restrictions on online conduct (including prohibitions against unsolicited commercial email) and may contain financial penalties for violations for such restrictions. In the event Account Holder fails to comply, they agree to pay the financial penalties in accordance with the Acceptable Use Policy. Sils Lendir may change the Acceptable Use Policy upon notice to Account Holder, which may be provided by posting such new policy at the Sils Lendir website www.silslendir.com.

Prohibited Uses. In addition to those matters set forth in the Acceptable Use Policy, Account Holder shall not post, transmit, re-transmit or store material on or through any Services which, in sole judgement of Sils Lendir (1) is in violation of any law or regulation, (2) is threatening, obscene, indecent, defamatory or otherwise could be adversely affect any individual, group or entity (collectively "Persons") or (3) violates the rights of any person, including rights protected by copyright, trade secret, patent or distribution of "pirated" or other software products that are not appropriately licensed for use by Account Holder. Account Holder agrees to indemnify and hold harmless Sils Lendir from any claims resulting from the use of the services, which damages Account Holder or any other party.

Marketing. Account Holder shall not use Sils Lendir's name or any language, pictures or symbols which could, in Sils Lendir's judgement identify in any (1) written or oral advertising or presentation, or (2) brochure, newsletter, book, or other written material of whatever nature, without prior consent.

Audit Rights. Sils Lendir reserves the right to audit Account Holders site, and any materials comprising the site, at any time. If the audit reveals an act or omission, which, in Sils Lendir's sole opinion, constitutes a violation of any law or regulation, Sils Lendir may immediately shut down the site and notify Account Holder of the action. Account Holder agrees to waive any cause of action or claim it may have against Sils Lendir for such action.

Breach of Warranties. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Sils Lendir will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by Sils Lendir to prevent any harm to Sils Lendir and its business. Sils Lendir will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, Sils Lendir will restore the Service(s) as soon as practical.

Termination for Violation. Violations of these or any other provisions of this Agreement may result in termination of the services provided by Sils Lendir in its discretion, with or without the grant of a notice or cure period, such notice or cure

SILS LENDIR

Welcome to the Sils Lendir Experience

period to be granted at the sole discretion of Sils Lendir based upon the severity of the violation. Sils Lendir reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed prohibited unlawful, unlicensed, illegal, misleading, or obscene, or is otherwise in breach of Sils Lendir's then current "Acceptable Use Policy" in Sils Lendir's sole discretion. If Sils Lendir terminates the services being provided to the Account Holder due to violation of the Acceptable Use Policy, such termination shall be without refund. Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless Sils Lendir from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Sils Lendir, (collectively, "Claims") related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of the Agreement. If the Account holder sells or resells advertising or web space to a third party, then the Account Holder shall be responsible for the contents of such advertising and the actions of such third party. Sils Lendir has the absolute right to reject any advertising or other third party content that is illegal, offensive, or otherwise in breach of the then current Sils Lendir "Acceptable Use Policy". The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by Sils Lendir, Sils Lendir may terminate the services being provided to the Account Holder, without refund.

Sils Lendir Representations and Warranties

Sils Lendir represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder, and the performance of its obligations and delivery of the Services to Account Holder will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties. Sils Lendir warrants that it is either the owner or licensee of any software involved herein and all documentation related to any such software, and has the right and power to deliver and license the software and all documentation related to the software.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND ACCOUNT HOLDER'S USE OF THE SERVICES IS AT ITS OWN RISK. SILS LENDIR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SILS LENDIR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. SILS LENDIR DOES NOT WARRANT THAT THE SOFTWARE, INCLUDING SECURITY SOFTWARE, OPERATES WITHOUT ERROR OR WILL PREVENT THIRD PARTY HACKING OR ACCESS TO ACCOUNT HOLDER'S NETWORKS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN THIS SECTION, ACCOUNT HOLDER'S SOLE

SILS LENDIR

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REMEDY IS TERMINATION PURSUANT TO SECTION TERMINATION OF THIS AGREEMENT.

Limitation of Liability

Service Interruption. Sils Lendir will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not limited to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Sils Lendir be liable to the Account Holder for any damages resulting from or related to any failure or delay of Sils Lendir in providing access to the Internet under this agreement.

Maintenance Services. Sils Lendir will perform maintenance services as reasonably necessary to maintain the operation of the Services. Account Holder acknowledges on behalf of itself and its customers that such maintenance may require service downtime. Sils Lendir will attempt to provide prior notification of the maintenance downtime except when circumstances beyond Sils Lendir's control limit Sils Lendir's ability to do so.

Disclaimer of Actions Caused by and/or Under the Control of Third Parties. SILS LENDIR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SILS LENDIR'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT ACCOUNT HOLDER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SILS LENDIR WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, SILS LENDIR CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, SILS LENDIR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

Disclaimer of Actions Caused by and/or Under the Control of Account Holder. SILS LENDIR SHALL NOT BE RESPONSIBLE FOR ANY FAILURES, REPAIRS, OR MODIFICATIONS NECESSITATED BY THE ACCOUNT HOLDER'S ALTERATION OF THE OPERATING SYSTEM, INCLUDING ANY AND ALL OPERATIONAL ISSUES WHICH MAY ARISE AS A RESULT OF THE ADDITION OF SOFTWARE BY ACCOUNT HOLDER. SILS LENDIR SHALL NOT BE LIABLE FOR ANY DELAY IN PROVIDING OR ANY FAILURE TO PROVIDE SERVICES IF SUCH DELAY IS CAUSED BY FORCES BEYOND REASONABLE CONTROL OF SILS LENDIR.

CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL SILS LENDIR BE LIABLE TO THE ACCOUNT HOLDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. THE AGGREGATE, TOTAL LIABILITY OF SILS LENDIR UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT OR CIRCUMSTANCE EXCEED THE

SILS LENDIR

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TOTAL AMOUNT ACUTALLY PAID BY THE ACCOUNT HOLDER HEREUNDER. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Basis of the Bargain; Failure of Essential Purpose. The parties acknowledge that Sils Lendir has set its prices and entered into this Agreement in reliance upon the limitations of the liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

Indemnification

Indemnification. The Account Holder agrees to indemnify and hold Sils Lendir harmless from any and all claims or causes of action or any kind or nature, arising out of or related to the Account Holder's use of products and services purchased from or provided by Sils Lendir, as well as all claims or causes of action of any kind or nature brought by any third party, or any of Account Holder's own customers. The Account Holder and Sils Lendir will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive the termination of this Agreement.

Intellectual Property

Ownership. Except for the rights expressly granted herein, this Agreement does not transfer from Sils Lendir to Account Holder any Sils Lendir developed technology, and all right, title and interest in and to such technology will remain solely with Sils Lendir. Except for the rights expressly granted herein, this Agreement does not transfer from Account Holder to Sils Lendir any Account Holder developed technology, and all right, title and interest in and to such technology will remain solely with Account Holder. Sils Lendir and Account Holder each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

Notwithstanding anything to the contrary in this Agreement, Sils Lendir will not be prohibited or enjoined at any time by Account Holder from utilizing any skills or knowledge or a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work preformed for another customer of Sils Lendir.

Confidentiality

Each party shall treat as confidential all information received by it from the other party relating to the other party's business, customers, strategies and plans, and such information may only be used for the purpose of this Agreement and may only be disclosed in strict confidence to its professional advisers or any person to whom

SILS LENDIR

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disclosure is required by law, to its employees or subcontractors where reasonably necessary for the purposes envisaged by this Agreement, and where otherwise specifically permitted by this Agreement.

Data Protection

All information, mail messages and other data stored within Sils Lendir's Services will be treated as private and solely the property of the Account Holder at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Account Holder and/or for the purpose of the back up services and/or providing the Account Holder with the Services and/or for Sils Lendir's own internal purposes such as market research.

Sils Lendir expressly points out to the Account Holder that by entering into this Agreement the Account Holder acknowledges and agrees that once the Account Holder's unencrypted data passes onto the Internet, it is not secure and is open to unscrupulous use. Sils Lendir cannot accept responsibility or liability for any data or information that becomes available by such means against the wishes of the Account Holder and Sils Lendir recommends the use of encryption for transfer of sensitive data or information.

The Account Holder accepts that Sils Lendir will put its name on its mailing list for receipt of product information and other advertising material from Sils Lendir unless it informs Sils Lendir in writing that it does not wish to receive such material.

The Account Holder accepts that the register of the Naming Organisation will include the Account Holder's name and address, administrative partner and technical partner and other details relating to them. This information (if it refers to individuals) is personal data for the purposes of the Data Protection Act 1984. The Account Holder accepts that the Naming Organisation may allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the domain name(s) or any other related purpose.

Termination

Termination For Cause. Either party may terminate this Agreement if:

- The other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from Sils Lendir;
- The other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- The other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

SILS LENDIR

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Neither party will be liable to the other for any termination or expiration of any Service of this Agreement in accordance with its terms. In the case of Account Holder's termination or cancellation without cause, Account Holder shall be immediately liable to Sils Lendir for all rates and charges through the Term, less Sils Lendir's reasonable avoided costs.

Upon the effective date of termination of this Agreement:

- Sils Lendir will immediately cease providing the Service(s); and
- Any and all payment obligations of Account Holder under this Agreement for Service(s) provided through the date of termination will immediately become due.

Miscellaneous Provisions

Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Sils Lendir), providing that the delayed party:

- Gives the other party prompt notice of such cause, and
- Uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

If Sils Lendir is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, the Account Holder may cancel the Service(s), but there shall be no liability on the part of Sils Lendir.

Assignment. The Account Holder may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Sils Lendir, and any attempted assignment or delegation without such consent will be void. Sils Lendir may assign this Agreement in whole or in part. Sils Lendir also may delegate the performance of certain Services to third parties, including Sils Lendir's affiliates. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the Account Holder at the address submitted during the registration process, and if to Sils Lendir, at: Sils Lendir Limited, 66 Hazel Avenue, Farnborough, Hampshire, GU14 0DW, United Kingdom, or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

Relationship of Parties. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Sils Lendir and the Account Holder. Neither Sils Lendir nor the Account Holder will have the power to

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bind the other or incur obligations on the other's behalf without prior written consent, except as otherwise expressly provided herein.

Governing Law. This Agreement shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any disputes arising hereunder.

Severability; Waiver. In the event of any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

Entire Agreement; Counterparts; Originals. This Agreement including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding the subject matter.

(To be read in conjunction with our Acceptable Usage Policy).