

Standard Terms & Conditions for Web Services

These terms and conditions shall apply to the agreement between Weaver Information Services (Europe) Limited ("WISE") and, the individual or company ("the Customer"), applying for the provision of services by WISE who should note particularly the limitation of liability set out in clause 1.6.

IT IS AGREED as follows:

1 GENERAL

1.1 DEFINITIONS

1.1.1 In this Agreement, the following expressions shall have the following meanings: -

"Confidential Information": information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

"Fees": the fees (including any VAT) due for the provision of the Services as calculated in accordance with the Prices on the WISE Website or separate Quotation.

"Inappropriate Material": material that under the laws of any jurisdiction where the material can be accessed is or may be any of the following: - unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, profane, libellous, defamatory, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

"Intellectual Property Rights": copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Material": text, graphics, images, sound, video or any combination thereof.

"WISE's Server": the computer server equipment used by WISE in connection with the provision of the Services whether directly managed by WISE or provided through the services of a sub-contractor.

"WISE's Website": the Website located at <http://www.wise.co.uk> or such other Internet address as may be adopted by WISE from time to time.

"Netiquette": generally accepted standards of conduct relating to use of the Internet including, without limitation, not sending unsolicited mass e-mail, not impersonating another person, and not misrepresenting oneself to have authorisation from another person when one does not.

"Order Form": an order form provided by WISE by post or fax on request, and completed by the Customer to indicate which Services it requires and its agreement to these terms and conditions governing such provision.

"Relevant Legislation": such laws of England and Wales and the Customers country as relate to data protection and any laws of England and Wales and the Customer's country governing Inappropriate Material.

"Services": the services identified on an Order Form to be provided by WISE to the Customer pursuant to these terms and conditions and any others specified by WISE on such Order Form.

"Website": a website on the World Wide Web.

"Security Phrase": a unique word or phrase selected by and only known to the Customer when used verifies the Customer's authorisation to amend the Services listed within their account.

"Term": The period of time that the agreement shall be in force that varies according to the Customer status and the Service(s) provided.

1.2 PAYMENT AND SERVICES

1.2.1 In consideration for the payment of the Fees calculated correctly in accordance with the Quote at the time of the completion of an Order Form by the Customer, WISE agrees to provide the Services.

1.2.2 The Customer agrees to make payment for the Services by payment of invoice within 30 days of the invoice date.

- 1.2.3 If the Customer fails to pay any invoice which is due and payable under this Agreement, WISE shall be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment (both before and after judgment) at an annual rate of 8% above the base rate of Barclays Bank plc for the time being in force.
- 1.2.4 Non-delivery or non-performance of services by any third party other than WISE's sub-contractors shall not give the Customer any right to delay any payment to WISE or to make any claim whatsoever against WISE.
- 1.2.5 If WISE does not receive payment in full within 60 days of the date of the invoice, it may terminate this Agreement as regards any Service requested by the Customer without further obligation to the Customer.

1.3 INDEMNITY

- 1.3.1 The Customer hereby agrees fully to indemnify, keep indemnified and hold harmless WISE, its officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages or liability (whether civil or criminal) and expenses (including, but not limited to, legal fees) sustained or incurred by WISE or its any of its officers, employees, agents, sub-contractors or affiliated companies directly or indirectly and in any jurisdiction as a result of:-
 - 1.3.1.1 the provision by WISE to the Customer of any Service hereunder; or
 - 1.3.1.2 any breach by the Customer of any of its warranties contained in this Agreement; or
 - 1.3.1.3 any content material or required mode of operation supplied or specified by the Customer for any Service; or
 - 1.3.1.4 any breach by the Customer of any of its obligations in this Agreement.

1.4 CUSTOMER AUTHORISATION AND OBLIGATIONS

- 1.4.1 The Customer hereby appoints WISE to act on its behalf in conjunction with the provision of the Services.
- 1.4.2 The Customer acknowledges and accepts that to enable WISE properly to provide the Services it must co-operate with WISE as required by WISE and, without limitation in particular: -
 - 1.4.2.1 the Customer must provide WISE with accurate details of its e-mail and physical addresses and promptly notify WISE in writing of any alterations thereto from time to time;
 - 1.4.2.2 the Customer must obtain the consent of individuals whose personal data are to be held on a domain name register or are otherwise provided to WISE;
 - 1.4.2.3 the Customer must keep the Customer's user ID secure so that such ID is only used by the Customer or those authorised by the Customer;
 - 1.4.2.4 the Customer acknowledges and accepts that it is responsible for the security and proper use of all Security Phrases used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people;
 - 1.4.2.5 the Customer must satisfy security checks as WISE may operate in order to change Security Phrases;
 - 1.4.2.6 that WISE reserves the right to suspend Security Phrase access to the Services if at any time WISE considers there is or is likely to be a breach of security;
 - 1.4.2.7 the Customer agrees that WISE is authorised to act on instructions that contain the Customer's Security Phrase within any form of communication;

1.5 WISE WARRANTIES

- 1.5.1 WISE warrants that it will make reasonable endeavours to ensure that the services are provided as described on WISE's Website but because the Services are provided by means of computer and telecommunication systems WISE makes no warranties or representations that any Service will be uninterrupted or error-free.
- 1.5.2 WISE supplies the Services in accordance with this Agreement and to the standards WISE considers appropriate to the nature of services generally required by its customers, accordingly to the maximum extent permitted by law, except as expressly stated in these terms and in so far as required by law where the Customer has dealt as a consumer (as defined in the UK Unfair Terms in Consumer Contracts Regulations 1994), all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and durability and satisfactory quality (where applicable) are hereby excluded in relation to each of the Services to be provided.

1.6 LIMITATION OF LIABILITY

- 1.6.1 Nothing under these terms limits WISE's liability for any fraudulent statement or for personal injury or death caused by WISE's negligence. However, the customer acknowledges and takes notice that the services are not appropriate for use in circumstances where personal injury or death could arise from reliance on the services whether or not WISE is negligent and that it should satisfy itself as to the veracity of any statements made by WISE or on WISE's behalf.
- 1.6.2 The entire liability of WISE, and the customer's sole and exclusive remedy, arising in respect of any tort, breach of duty (statutory or otherwise) or breach of this agreement by WISE (and whether or not by WISE's negligence) is limited to the fee paid for the service or services in respect of which the alleged tort or breach has arisen in the period of 12 months preceding the event giving rise to the liability.
- 1.6.3 In no event will WISE be liable to the customer for any indirect or consequential loss or damage whatever (without limitation for example loss of business, loss of opportunity, loss of profits) including as a result of disclosure of the Customer's password or Security Phrase.
- 1.6.4 Even if WISE has been advised of the possibility of such loss or damage such advice shall not constitute the loss or damage if it arises as direct loss or damage. Any liability of WISE whatever arising under these terms or otherwise in respect of the service or any product shall be deemed to end 12 months after the date on which the customer ought reasonably to have known of the event giving rise to the liability. For the avoidance of doubt, the customer acknowledges and agrees that no claims or actions by the customer can be validly made after the expiry of 12 months following such date.

1.7 TERMINATION

- 1.7.1 WISE may terminate this Agreement by notice in writing to the Customer having immediate effect if:
 - 1.7.1.1 the Customer is in breach of any of its obligations under this Agreement;
 - 1.7.1.2 the Customer is a company and a resolution is passed for its winding up or a petition for its liquidation is presented; or
 - 1.7.1.3 the Customer is an individual and a petition for bankruptcy is presented against it; or
 - 1.7.1.4 a receiver or liquidator (where the Customer is a company) or (where the Customer is an individual) a trustee in bankruptcy is appointed over it or any of its assets; or
 - 1.7.1.5 the Customer proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement).
- 1.7.2 In the event that any of the circumstances identified in clause 1.7.1 arises, WISE shall have the option to terminate this Agreement as regards all Services provided or to be provided or only as regards that Service or those Services in respect of which the breach is considered by WISE to have been committed; and
- 1.7.3 In the event that any of the circumstances identified in clause 1.7.1 arises, WISE shall be entitled to retain any sums paid to it by the Customer hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.
- 1.7.4 Either party may terminate this Agreement, after the minimum period of the Term when applicable, on 30 days written notice served in accordance with clause 1.9.6 (Notices);
- 1.7.5 the minimum period of Term for services is as follows:
 - a) services that include a domain name:
 - i) when paid monthly the minimum period is 90 days; or
 - ii) when paid annually the Term is 12 months with no notice period; or
 - b) all other services:
 - i) when paid monthly the minimum period is one month, or
 - ii) when paid annually the Term is 12 months with no notice period;and excludes the domain name that is subject to clause 2.2.11.

1.8 CONFIDENTIALITY

- 1.8.1 Each of the parties agrees (subject to clauses 1.8.2 and 1.8.3) not to:
 - 1.8.1.1 disclose any Confidential Information received from the other party; or
 - 1.8.1.2 make any use of any such Confidential Information other than for the purposes of performance of this Agreement.

- 1.8.2 Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of this Agreement.
- 1.8.3 The confidentiality obligations under clause 1.8.1 shall not apply to any information which:
 - 1.8.3.1 is or subsequently becomes available to the general public other than through a breach by the receiving party; or
 - 1.8.3.2 is already known to the receiving party before disclosure by the disclosing party;
 - 1.8.3.3 is developed through the independent efforts of the receiving party; or
 - 1.8.3.4 the receiving party rightfully receives from a third party without restriction as to use.

1.9 GENERAL

- 1.9.1 Subject to clause 1.9.2, this written Agreement together with the Order Form(s), constitutes the entire agreement between the parties hereto relating to the subject matter hereof and save in respect of fraudulent statements supersedes all prior agreements, arrangements, understandings and representations (whether oral, written or otherwise) made by or between the parties and each party acknowledges that it has not relied on any representation made by the other party unless such representation is expressly included herein.
- 1.9.2 No change, alteration or modification to this Agreement shall be valid unless in writing referencing this Agreement and signed by the Customer and WISE.
- 1.9.3 If any provision of this Agreement or part thereof shall be void for whatever reason, the offending words shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 1.9.4 The rights and obligations of the Customer under this Agreement are personal to the Customer and the Customer undertakes that it shall not nor purport to: assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 1.9.5 WISE reserves the right to sub-contract any of the work required to fulfil its obligations hereunder.
- 1.9.6 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out on the front page of this Agreement or such other address or electronic mail address as the recipient may designate by notice given in accordance with this clause. Any such notice may be delivered personally, by first class pre-paid letter by facsimile transmission or electronic mail and shall be deemed to have been received: -
 - 1.9.6.1 by hand delivery - at the time of delivery provided that it is handed over to a senior employee or officer of the recipient company,
 - 1.9.6.2 by first class registered post - 48 hours after the date of mailing in the United Kingdom, or
 - 1.9.6.3 by facsimile - on receipt of telephone confirmation of receipt from the intended recipient, or
 - 1.9.6.4 by electronic mail - on receipt of telephone confirmation of receipt from the intended recipient.
- 1.9.7 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 1.9.8 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 1.9.9 Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 1.9.10 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

2 DOMAIN NAME REGISTRATION

- 2.1 Together with the terms of Section 1 above, the terms set out in this Section 2 identify the extent of the domain name registration services provided by WISE and the Customer's obligations in relation thereto.

- 2.2 The Customer recognises and accepts that: -
- 2.2.1 While WISE will make reasonable endeavours to achieve a successful registration and keep the Customer notified of the progress of the registration application, because of the nature of the registration process, WISE reserves the right to reject any request by a Customer to register any particular domain name or to discontinue processing such a request if WISE considers such application might expose WISE to legal or other proceedings.
 - 2.2.2 Subject to clause 1.2 and clause 2.4, the extent of WISE's service in relation to the registration of domain names is: -
 - 2.2.2.1 to forward the Customer's application to the appropriate Registry;
 - 2.2.2.2 to provide administrative support in securing the registration;
 - 2.2.2.3 to notify reasonably promptly the Customer of the outcome of the application;
 - 2.2.2.4 in the event of re-registration, to endeavour to notify the Customer of the renewal date for such re-registration and only to complete such renewal on payment by the Customer of the renewal fees.
 - 2.2.3 Subject to WISE using reasonable endeavours to notify the Customer prior to the domain name registration renewal date(s) by fax, email or post at the addresses or number most recently provided by the Customer pursuant to clause 1.4.2.1, WISE accepts no responsibility for the Customer's use or retention of a domain name once registered.
 - 2.2.4 Without prejudice to clause 1.6 above, WISE shall not be liable to the customer for any direct, indirect or consequential loss, damage cost or expense including without limitation any loss of profit, business or anticipated savings suffered by customer on account of a failure to obtain or loss of a domain name.
 - 2.2.5 Domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by WISE on behalf of the Customer therefore without prejudice to clause 1.5 above, WISE makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful.
 - 2.2.6 The Customer's use of the domain name once registered may be challenged by a third party; if so, or if any other dispute arises the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of a Customer's application for a domain name or the registration of a domain name allocated to the Customer and unless otherwise agreed by the parties in writing signed by an officer of WISE, WISE will have no responsibility or involvement in relation thereto.
 - 2.2.7 It is the Customer's responsibility to pay any and all renewal charges to the relevant registry in respect of each domain name registered by WISE on the Customer's behalf, though WISE will act as the Customer's agent if so requested or if the domain name is provided by WISE as part of an ongoing service.
 - 2.2.8 As is common domain name registration practice, domain names are registered on a first come, first served basis.
 - 2.2.9 The registration of a domain name does not confer any legal rights to a name or its use and any disputes between the Customer and a third party are to be settled using normal legal methods. The Customer agrees that WISE will not be drawn into any such argument or dispute in any circumstances unless otherwise agreed by the parties in writing signed by an officer of WISE.
 - 2.2.10 An application for the registration of a domain name cannot be treated as having been successful until the Customer is issued with a "Registration Certificate" from the relevant registry. The Customer agrees not to take any action in respect of a requested domain name until such a certificate has been issued to the Customer.
 - 2.2.11 The initial registration period of a domain name is two years and is payable in advance;
 - 2.2.11.1 except as part of a service package when the customer is charged the equivalent of one year's registration within the package Fee;
 - 2.2.11.2 if the Customer does not renew the package for a second year, the Customer is free to transfer the domain name on payment of any outstanding balance.
 - 2.2.12 Thereafter, the registration may be renewed indefinitely for further periods of one or more years, on payment of renewal fees stated on the WISE Website at that time and subject to;
 - 2.2.12.1 WISE may change the terms and conditions of the contract on renewal of the registration of the domain name. All renewals will be made under the Terms and Conditions current at the time of the renewal.
 - 2.2.13 Once a domain name(s) is registered the Fee is non-refundable.

- 2.3 The Customer warrants to WISE that: -
- 2.3.1 all information provided by the Customer to WISE is true and correct, and that any additions or alterations thereto in the future will also be true and correct.
 - 2.3.2 it has the legal right to apply for and use the domain name(s) as a Website address; and
 - 2.3.3 the domain name(s) and its use as a Website address does not and will not infringe the Intellectual Property Rights or any other rights of a third party.
- 2.4 The Customer acknowledges:
- 2.4.1 that the application process, registration and subsequent use of any domain name is subject to the then current terms and conditions and policies of the relevant registry and the Customer agrees to abide by all such rules and policies; and
 - 2.4.2 accordingly, the Customer undertakes to read those terms and conditions and policies before applying for a domain name (copies are generally available from the relevant registry's Website and are available from WISE by fax or post on request) and to comply with them.
 - 2.4.3 If the Customer's application for a particular domain name is rejected, WISE will return to the Customer any payments received in respect of that application less a ten pounds sterling administration fee provided that the Customer has not breached its obligations in this Agreement; except
 - 2.4.4 when a Customer's application is received as part of a domain name bundle, when an alternative application for the same suffix will be offered or WISE will return to the Customer any payments received in respect of that bundle less the cost of the successful applications at the Fee chargeable for an individual domain name application

3 WEBSITE DESIGN

- 3.1 Together with the terms of Section 1 above, the terms set out in this Section 3 identify the extent of the Website Design services provided by WISE and the Customer's obligations in relation thereto.
- 3.2 Where production of a website is a required Service;
- 3.2.1 WISE undertakes to provide consultancy and advice to produce a Website Design to the Customer's specifications.
 - 3.2.2 Following acceptance of WISE's proposal for the design and implementation of the website, confirmed in writing and subject to these Terms and Conditions, WISE will use all necessary skills to build the website to the agreed format.
 - 3.2.3 The website will be tested for functionality with Internet Explorer and Netscape browsers.
 - 3.2.4 Material posted on the website is subject to the provisions of Section 4.
- 3.3 Where WISE has been contracted to update or maintain a website it has designed, such updates shall be;
- 3.3.1 Limited to twelve updates per year unless agreed otherwise in writing
 - 3.3.2 Confined to amendments of existing data
 - 3.3.3 Shall not include provision of additional pages, except by prior agreement in writing
- 3.4 All intellectual property rights and any analogous rights of any nature created during the provision of the Website Design are the property of WISE.

4 WEBSITE HOSTING

- 4.1 Together with the terms of Section 1 above, the terms set out in this Section 4 identify the extent of the Website hosting services provided by WISE and the Customer's obligations in relation thereto.
- 4.2 The Customer will provide and post to WISE's server hosting the Customer's Website only Material which is "server-ready" and which requires no additional manipulation on the part of WISE except by prior agreement. WISE shall be under no obligation to validate such Material as not containing Inappropriate Material or for content, correctness, legality or usability.
- 4.3 The Customer recognises that using a Website Hosting Service requires a certain level of knowledge on the Customer's part, without limitation for example knowledge of hyper text mark up language or file transfer protocol and other protocols, languages and software, and that it is the Customer's responsibility to upload the content of the Customer's Website and to check such content functions, unless WISE is acting as the Customer's web development agency.
- 4.4 The Customer acknowledges and accepts that it bears sole responsibility, legal and otherwise, for the content of all Material appearing on its Website hosted by WISE's Server. For the avoidance of doubt, this clause shall apply to all Material, whether posted on to the WISE server by or on behalf of the Customer, whether by WISE or a third party.
- 4.5 The Customer warrants, represents and undertakes in relation to all Material (including any Material which it requests WISE or any third party to post on its Website hosted by WISE's Server) that:
- 4.5.1 it is not Inappropriate Material;
- 4.5.2 the Customer either has sole ownership of all Intellectual Property Rights in such Material in each jurisdiction from which the Website may be accessed and/or has obtained full and effective licence(s) from all relevant third parties allowing the Customer or a third party acting on behalf of the Customer to use the Material and to permit its dissemination world wide;
- 4.6 The Customer undertakes not to link to any Inappropriate Material from its Website.
- 4.7 WISE shall retain the right at all times to refuse to host any Material and to suspend availability of the Website and/or to remove any Material already appearing on the Website which in the opinion of WISE (or of any sub-contracting companies used by WISE to provide the service):
- 4.7.1 constitutes or would if posted constitute Inappropriate Material;
- 4.7.2 breaches or would if posted breach Relevant Legislation or any other applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory); and/or
- 4.7.3 harms or would if posted harm the reputation of WISE or its sub-contractors in any way.
- 4.8 Where it is brought to WISE's attention that the Customer intends to post any Inappropriate Material or intends to create links to or otherwise reference any Inappropriate Material or it is reasonably suspected or alleged that the Customer may do the same, then:
- 4.8.1 WISE shall issue a notice to the Customer containing details of the complaint or allegation whereupon the Customer shall have 24 hours in which to satisfy WISE in writing that none of the Material currently on the Website or which it is intending to post on the Website constitutes Inappropriate Material, and
- 4.8.2 should the Customer:
- 4.8.2.1 not respond to WISE's notice within 24 hours; or
- 4.8.2.2 post or otherwise display, reference or link the Inappropriate Material on the Website subsequent to receiving such a notice from WISE,
- 4.8.3 then WISE may in its sole discretion suspend access to or temporarily delete the Inappropriate Material until such time as WISE is satisfied that it does not constitute Inappropriate Material or the matter has been resolved.

- 4.9 WISE's rights to suspend availability of the Customer's Website and/or remove content under clauses 4.7 and 4.8 above shall be without prejudice to the Customer's sole responsibility for content of the Website under clause 4.4 and to the warranties given by the Customer relating to that content in clause 4.5.
- 4.10 Hosting of Material by WISE on the Customer's Website shall not under any circumstances constitute a waiver of any of its rights in relation to such Material or of its rights in relation to any breach of the Customer's obligations under this Agreement.
- 4.11 The Customer undertakes:
- 4.11.1 to fully virus-check all data supplied to WISE pursuant to this Agreement;
 - 4.11.2 not to embark on any course of action, whether by use of its Website or any other means, which may cause a disproportionate level of Website activity without providing at least seven day's prior notice in writing to WISE.
 - 4.11.3 to keep secure from third parties any passwords issued to the Customer by WISE in connection herewith.
 - 4.11.4 to observe the limitations on data transfer notified to it by WISE and agree, if such limits are exceeded, to pay the appropriate excess charge at WISE's then current rates as stated on WISE's Website.

5 E-MAIL SERVICES (including e-mail forwarding)

- 5.1 Together with the terms of Section 1 above, the terms set out in this Section 5 identify the extent of the e-mail services provided through WISE and the Customer's obligations in relation thereto.
- 5.2 The Customer undertakes that it will not (and will ensure that others under its control will not) via e-mail:
- 5.2.1 transmit Inappropriate Material;
 - 5.2.2 infringe the Intellectual Property Rights of any third party;
 - 5.2.3 contravene Netiquette;
 - 5.2.4 make use of WISE's Server to an extent or in a manner which in WISE's reasonable opinion is excessive, wasteful or otherwise to the detriment of WISE, any of WISE's customers or any other third party, including but not limited to: -
 - 5.2.4.1 the transmission of bulk e-mail ("spamming"); or
 - 5.2.4.2 "flaming".
- 5.3 When sending e-mail, the Customer acknowledges that it is responsible for complying with any Relevant Legislation.
- 5.4 The Customer acknowledges and agrees that WISE is not responsible for the security of the contents of e-mail sent or received by the Customer.
- 5.5 WISE or the sub-contractors that it uses to provide e-mail services will use reasonable endeavours to ensure that messages are routed accurately and promptly but does not accept any liability for non-receipt, non-delivery or misrouting of e-mail or any other failure of the e-mail system.
- 5.6 WISE's policy is to respect the privacy of e-mail messages sent, received forwarded or otherwise dealt with by it and the Customer acknowledges that WISE and its sub-contractors will therefore not monitor, edit or disclose the contents of such messages unless required to do so by law or competent authority or to protect WISE's rights and/or position or those of its sub-contractors.

6 ECOMMERCE SERVICES

- 6.1 Together with the terms of Section 1 above, the terms set out in this Section 6 identify the extent of the eCommerce services provided by WISE and the Customer's obligations in relation thereto.
- 6.2 WISE undertakes to use all necessary skills after consultation with the Customer to provide an eCommerce Solution using the most appropriate Actinic storefront software available at the time.
- 6.3 The Customer acknowledges that design may be limited by;
 - 6.3.1 Total cost of agreed storefront software to be used
 - 6.3.2 Manner of maintenance and updates; i.e. by WISE or Customer's own staff
 - 6.3.3 Limitations of existing website (if applicable)
- 6.4 On-line payments for the Customer's products are subject to the Terms & Conditions of the selected Internet Merchant Account provider, e.g. SecureTrading
- 6.5 Without prejudice to clause 1.6 above, WISE shall not be liable to the customer (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise for any (whether direct or indirect): (a) loss of profit; (b) loss of revenue; (c) loss of sales; (d) loss of anticipated savings; (e) loss or corruption of data; (f) loss of contract or opportunity; (g) loss of goodwill; (h) unreasonable costs in remedying any loss; or (j) indirect or consequential loss as a result of provision of the eCommerce solution.