

## 1. GENERAL

1.1. This Agreement consists of these Specific Terms, the Terms and any Specification provided to you.

1.2. In these Specific Terms, the following words and phrases have the following meanings:

Word or Phrase	Meaning
Connection	The internet access connection described in the Specification;
Customers	Any person(s) to whom you make available some or all of the Package Resources;
Package Resources	The resources that we shall allocate to you in accordance with the Specification and make available to you under these Specific Terms;
Services	The services provided by us under these Specific Terms;
Specification	The document that sets out the specification for the Services.

1.3. Words and phrases that have capital initial letters but which are not defined in these Specific Terms are defined in the Terms.

## 2. OUR SERVICES

2.1. We shall:

2.1.1. Allocate to you the Package Resources for the duration of the Agreement and notify you when the Package Resources are ready for use;

2.1.2. Allow you to use and access the Package Resources by means of the Connection.

## 3. THE PACKAGE

3.1. You agree that the Specification is appropriate for your requirements.

3.2. If you wish to change the Specification we shall notify you of whether we agree to such change and, if we agree, the additional cost. We shall not change the Specification until you agree to the additional cost.

3.3. Any date that we give you for completion of account setup and/or allocation of the Package Resources is an estimate only and time is not of the essence.

## 4. PACKAGE AVAILABILITY

4.1. We shall provide you with the technical information to allow you to connect to and use the Package Resources.

4.2. You cannot, and may not, physically access the server on which the Package Resources are based, nor visit or access the data centre.

## 5. MAINTENANCE

5.1. We shall keep the Package Resources in reasonable operating condition.

5.2. From time to time we, our suppliers and/or subcontractors may need to carry out maintenance or other operations that will affect the availability of the Services to you. Whenever possible we shall give you reasonable notice of planned maintenance. However, we may not be able to give you any notice in the event of emergencies or urgent work.

5.3. We monitor the performance of our servers, and endeavour to deal with reductions in operating performance within a reasonable time. However, you acknowledge that an occasional reduction in operating performance of the Services is a natural part of the Services, as other people are sharing the same server resources. This is outside of our control and accordingly we are not liable for such reductions.

5.4. You acknowledge that we cannot prevent you from receiving "spam" or otherwise unwanted email.

## 6. OWNERSHIP

6.1. We shall own the Package Resources and the server used for this purpose.

## 7. ACCEPTABLE USE POLICY

7.1. You agree that you shall:

7.1.1. Immediately inform us if you become aware of any unauthorised use of the Package Resources;

7.1.2. Not use the Package Resources, or allow others to do so, for any unlawful activity or activity that in our opinion may harm us or bring us into disrepute, including the storage or distribution of:

7.1.2.1. Any pirated software and files;

7.1.2.2. Any material which is "adult" (including pornography and sex shops), offensive, obscene,

pornographic, threatening, malicious, harmful, abusive or defamatory;

7.1.2.3. Any material that breaches the rights (including Intellectual Property Rights) of any third party;

7.1.2.4. Any material that is or encourages criminal acts;

7.1.2.5. Material that contains any virus, worm, Trojan horse or other harmful code;

7.1.2.6. Links to, frames or displays of any of the items listed in clauses 7.1.2.1 to 7.1.2.6.

7.1.3. Not copy the Software, except as is necessary for internal, archiving purposes;

7.1.4. Not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except as permitted by law;

7.1.5. Not sell, lease, license, transfer or sub-license the Software or associated documentation;

7.1.6. Write or develop any derivative or other software programs based, in whole or in part upon the Software or any of our Confidential Information;

7.1.7. Ensure that you comply with your obligations under all applicable laws;

7.1.8. Be entirely responsible and liable for all activities conducted on the Package Resources;

7.1.9. Not use the Package Resources as security for any loan, or allow it to become subject to any similar third party rights;

7.1.10. Comply with any notices we send you, and check and comply with the announcements and notices posted on our secure website regularly (including our list of prohibited applications and scripts); and

7.1.11. Not give any third party any rights of physical access to the data centre without our prior written consent.

7.2. You agree that any breach of this clause 7 shall be a material breach of this Agreement.

7.3. We may immediately and without notice, and without refund, suspend or terminate the Services, this Agreement, and any other Agreements with you, if you send unsolicited bulk email (SPAM) via the Services (or via third party servers referencing a domain hosted by us) whether intentionally or due to insecure applications installed by you. Mailing lists may be operated as long as you comply with your legal obligations and our policy on mailing lists from time to time, as contained on our website [www.clook.info](http://www.clook.info). Any complaints we receive are taken seriously and you are liable for clean-up fees in serious cases.

## 8. TERMS FOR RESELLERS

8.1. If you make part(s) of your Server resources available to others, then this paragraph 1 shall apply.

8.2. You acknowledge and agree that your Customers are your responsibility. You agree that you will:

8.2.1. Procure that your Customers enter into a binding contract that contains provisions consistent with paragraph 7, and allows you to immediately terminate the contract for material breaches of that contract;

8.2.2. Deal with the support issues of your Customers yourself, and not refer your Customers to us for this purpose;

8.2.3. Pass on to Customer(s), in your own name, any announcements that we post on the announcement system on our secure website and any notices that we request that you forward to such Customer(s).

8.3. You agree to fully indemnify and keep us fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by us and arising from

8.3.1. The use or misuse of the Services and/or the Package Resources by your Customers;

8.3.2. Any claim brought against us by any third party alleging that its Intellectual Property Rights are infringed by the Customer's use of the Services.

8.3.3. Capitalised terms in this clause have the meaning defined by the Regulation unless otherwise defined in this Agreement. If, in the course of providing the Services, you are a Data Processor of Personal Data of your Customers, and we are a

Sub-Processor, we will comply with clause 22 of the Terms in our capacity as a Sub-Processor.

## 9. INVOICING

9.1. At the time that we confirm acceptance of your application for the Services, we shall invoice you in advance for the first month, or the remainder of the current month and the next month as applicable, and any applicable setup fees, in accordance with clause 16.

9.2. From then onwards, we will invoice you monthly in advance for the Services.

## 10. DURATION AND AUTO-RENEWAL

10.1. The term of this Agreement shall be the period set out in the Specification.

10.2. Subject to clause 13.4, the Services are provided on a recurring basis, and this Agreement shall renew automatically on expiry of the term, unless you give not less than 5 calendar days' prior notice to terminate.