

GLAFKA LIMITED



TERMS AND CONDITIONS OF BUSINESS

Definitions:

1. In these Terms and Conditions the following expressions shall have these meanings:

"Company" "US" "WE" means Glafka Limited

"Customer" "YOU" means the person, firm, company, corporation or unincorporated association (or otherwise described) which is stated to be the Customer on the Quotation.

"Hosting" means the hosting of the System on a server owned or operated by the Company.

"Hosting Charge" means the Company's annual or monthly charge for the Hosting as detailed on the "Quotation".

"Intellectual Property Rights" mean all rights to all types of property (apart from real property) including any copyrights, moral rights, related rights, patents, trade marks, trade names, service marks, design rights, database rights, semi-conductor rights, rights to domain names, software, source codes and other similar intellectual property rights (whether registered or not) and applications for any such rights or patents as may exist anywhere in the world.

"Normal Day Rates" mean the normal daily rates the Company charges for its work.

"Quotation" means the quotation presented to the Customer by the Company, which describes the goods and services offered to the Customer the agreement with which creates the "Contract" which explicitly incorporates these "Terms and Conditions".

"Service" means the Website or System Design or the provision of any other goods and services including Hosting and Support as detailed on the Quotation or otherwise agreed from time to time in writing between the parties.

"Service Charge" means the hosting or other support charges as detailed on the quotation.

"Support" means the support as detailed on the quotation Support Service Level Agreement.

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"Timetable" means the timetable as detailed on the quotation.

"System" means the website or software application designed and/or hosted by the Company in accordance with the quotation.

"System Design" means the concept, design, build and delivery of the System.

"Production Fee" means the set up fee as detailed on the quotation.

"Agreement" means the standard or bespoke defines the level of support services to be provided to the Customer within the Quotation.

2. **Company's obligations**

- 2.1 The Company shall provide the Service for the Customer in accordance with the Agreement.
- 2.2 Unless otherwise agreed in writing between the parties the Company agrees with the Customer that it shall host the System for a 12 month period, after which time the agreement shall be renewable automatically unless and until it is terminated by either party giving written notice of termination not less than 60 days prior to the expiry of the current 12 month period.
- 2.3 There is no obligation for the Company to give notice to the Customer before the hosting commences.

3. **Customer's obligations**

- 3.1 In accordance with the "Timetable" the Customer shall supply the Company with all System content, approvals or any other relevant matter as may be required by the Company, to enable the Company to provide the Service. Failure to comply with the "Timetable" without reasonable explanation, which must be communicated to the Company within the time frame set in the "Timetable" shall entitle the Company to consider that the Customer has cancelled the Service.
- 3.2 The Customer shall check and approve the contents of all work submitted by the Company. The Company shall not be responsible for any errors or omissions contained therein.
- 3.3 The Customer specifically warrants that it is the owner of any property, real or otherwise, any copyright, trademark, patent, name or other right however described which the Customer wishes to use in the System. Alternatively the Customer specifically warrants that it has obtained consent to use any third party Intellectual Property Rights. The Company may demand proof of ownership or that the requisite consents have been properly acquired, such material not to be unreasonably withheld

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- 3.4 The Customer hereby irrevocably and unconditionally indemnifies and shall hold fully indemnified the Company from and against any and all actions, proceedings, losses, damages, liabilities, obligations, costs, claims, charges and expenses brought against or suffered by the Company of whatsoever nature arising out of or in connection with the Company's use of any materials supplied to it by the Customer in the course of its provision of the Service and including links from the System to any third party web sites including but not limited to the provisions of the Data Protection Act 1998, Intellectual Property Rights or obscenity laws in any country or jurisdiction in which the content of the System can be viewed.
- 3.5 The Customer shall use its best endeavors to protect and keep confidential all software used by it which is provided by the Company and shall make no attempt to examine, copy, alter, "reverse engineer" tamper with or otherwise misuse such software.
- 3.6 The Customer shall notify the Company in the event that it becomes aware or reasonably believes that paragraph 3.5 has been breached either by itself, its servants and or agents or any third party and must take positive measures to prevent the continuing breach. In the event that the Company suffers loss and or damage as a result of any breach as described or at all, including damage to reputation, the Company reserves the right to seek damages and or compensation.

4. Intellectual Property Rights

- 4.1 The Customer retains sole title and ownership of all Intellectual Property Rights previously held or owned by it. The Company shall have sole title and ownership of all Intellectual Property Rights created or developed by the Company including in particular all application software, source codes and graphical designs originated by the Company.
- 4.2 The Company may consider licensing such application software Source codes and graphical designs to the Customer if requested.

5. Fees

- 5.1 The Customer agrees to pay to the Company the production fee and the service charge in full on the dates stipulated in the Agreement.
- 5.2 Hosting is an agreement for 12-months and payments made cannot be refunded, similarly periodic payments must continue until the contract is ended/nor renewed at the conclusion of 12-months from the date of agreement.
- 5.3 Any domain names registered on behalf of the Customer, the System and any hosting space reserved for or on the System will remain the property of the Company until the production fee is paid in full whereupon the Company will connect the System to the Internet.

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- 5.4 The Company reserves the right to increase the production fee and to charge “Normal Day Rates” in any case where the Customer requires or causes changes to be made to the Design or to the Timetable which depart from the Quotation.
- 5.5 Unless otherwise agreed the Hosting Charge shall be invoiced monthly and payment must be received by the Company within 28 days of the date of the invoice.
- 5.6 All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.
- 5.7 In the event that we decide to extend credit to you by carrying out urgent work you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.

Joint Instructions:

8. In the event that the Company is advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.
9. If you are instructing us jointly it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.
10. If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

Late Payment of Bills:

11. Unless otherwise agreed, our bills are payable within 28 days of the delivery of the bill. If we do not receive payment during this time, we reserve the right to charge you interest thereafter as follows:
- If you are a private client, we may charge you interest (on a daily basis) on the unpaid element of the bill until the date of full payment at the rate payable on judgment at the date of the default or when the debt arose and thereafter at the judgment rate at the date of judgment;
 - If you are a commercial client, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 plus a fixed sum under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late

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Payment of Commercial Debts Regulations 2002 or pursuant to any subsequent legislation or regulation;

- We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and
 - We may retain any papers or documents belonging to you, together with our own records.
 - Should you make a payment by way of cheque or credit card and that payment subsequently not be honoured then Glafka Limited will inform you in writing and request funds be made available for the payment to be re-presented. Glafka Limited reserves the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment. Until such time as the payment is cleared into our accounts the provisions of clause 5.10 may apply.
 - If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.
 - No right of set off shall exist in respect of any claims by the Customer unless and until such claims are accepted by the Company in writing and the Customer shall not withhold payment of the Production Fee or Service Charge or any part thereof which have become due for payment

Complaints About Bills:

12. If you wish to make a complaint about one of our bills, you may do so by using the Company's Complaints Procedure (copy available on request).

6. Termination

6.1 The Company may terminate or suspend the Service if the Customer:

6.1.1 fails to pay a Production Fee or Service Charge by the due date for payment

6.1.2 breaches any of these Terms and Conditions

6.1.3 uses the Service in a manner which the Company reasonably believes is illegal, offensive or which in the opinion of the Company is an abuse of the Service provided

6.1.4 becomes insolvent

6.1.5 becomes bankrupt

6.1.6 has a winding-up order made against it

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6.1.7 passes a resolution for its winding up

6.1.8 has a receiver appointed

6.1.9 cancels the Service at any time before its completion

6.2 Termination shall operate without prejudice to the accrued rights of either party.

6.3 **On termination:**

6.3.1 the Customer's rights to use the Service shall cease immediately

6.3.2 the Company may delete the System from its servers

6.3.3 Unless otherwise agreed in writing the Company shall charge the Customer a disconnection fee if termination is without adequate notice

6.3.4 Set up charges are non-refundable

6.3.5 The Customer shall pay to the Company any outstanding Production Fee, all Service Charges and any payments the Company has made or has contracted to make or liabilities incurred to any third parties in relation to the System or the Customer

7. **Liability**

7.1 No representations, warranties, conditions and guarantees, express or implied including but not limited to the implied warranties of fitness for purpose and satisfactory quality are made with respect to the Service by the Company

7.2 The Company shall not be liable for any direct indirect or consequential loss damage or expense including but not limited to loss of data, use, or profits suffered or arising in any manner whatsoever out of or in connection with the Service or the Company's termination of the Service for any reason whatsoever and including but not limited to:

- any virus that may be passed on to any computer from the web server, or by email.
- any loss, or theft of data from a clients PC
- any loss, or misuse by third parties, of any data that is captured and/or stored on

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the web-server

- any downtime of the web server, or other equipment, connected to the Internet, which causes the System to be off-line for any amount of time, or causes loss of revenue on a System
- any problems arising from the Customer's own email account and Internet service provider

7.3 The Company shall not be held liable for any loss damage or failure of performance of the Service due to war, strikes, industrial action short of a strike, lockouts, accidents, fires, blockades, import or export embargos, legal restrictions, Acts of God, natural catastrophes or other obstacles over which the Company has no control.

4. You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).

- (i) The Company will undertake the work relating to your matter with reasonable skill and care.
- (ii) The Company accepts liability, limited to the value of the actual damage caused, for the consequences of fraud by the Company or any its Consultants or Employees which is affected in their capacity as Consultants or Employees and for any other liability which the Company is not permitted by law to limit or exclude.
- (iii) If any part of this Agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a Court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.
- (iv) The Company will not be liable under this Agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by the Company to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.
- (v) Despite anything else contained in this agreement, the Company are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws. Therefore, we will not be responsible or liable to you

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for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations.

- (vi) Except as stated in herein the total aggregate liability of Glafka Limited to you under or in connection with this agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed the sum paid by the Customer to the Company over a 12 month period.
- (vii) Where the Company is engaged jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).
- (viii) The Customer agrees that it will not bring any claims or proceedings in connection with this agreement against the Company, its Consultants or Employees personally, unless (and to the extent that) the Customer is otherwise permitted to do so by law. Our Employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).
- (ix) Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

5. If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.

6. If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:

- (i) You had also brought proceedings or made a claim against them; or
- (ii) We had brought proceedings or made a claim against them for a contribution towards our liability,

then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

7. Nothing in this agreement excludes or limits the liability of Glafka Limited for:

7.1. Death or personal injury caused by negligence;

7.2. Fraud or fraudulent misrepresentation; or

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- 7.3. Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

8. Liability of Directors and Authorised Persons/ Company Officers

- 8.1 From time to time we encounter difficulties in obtaining payment of our fees and disbursements when limited company clients meet with financial problems and are either placed in Administration or Liquidation. To protect ourselves against these, fortunately infrequent, events we make it a term of our contract with our company client that all directors, or other responsible officers who give instructions to us on behalf of the company client, shall be liable, by way of indemnity, for all costs, disbursements and VAT (if applicable) which the company shall owe the Company at any given time. Clearly we hope that we will not need to call upon such indemnities whilst acting for you and trust you will understand the reason why we need to include this provision. By signing a copy of our Agreement in your own capacity as director etc, you are confirming this liability.

9. Copyright

1. Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.
2. If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.
3. Unless otherwise required by law or Court Order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them

2. Confidentiality, Privacy & Data Protection

1. We keep information passed to us confidential and will not disclose it to third parties except as authorised by you or required by law. In certain circumstances the law requires us to disclose information relating to you.
2. We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Your continuing instructions to us will constitute your consent to us carrying out such a search. Details of the credit agency we use are available on request. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental

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loss or unauthorised disclosure. We will keep that information strictly confidential unless otherwise required by law or Court Order.

The Data Protection Act:

3. We promise to respect the data we hold on you. Your acceptance of these terms authorises us to keep your details on our database so that we can provide you with the Services and for administration and accounting purposes, so that we can make credit searches and send you relevant information on our services and on events that may interest you. All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 1998.
4. We will not, without your consent, supply your name and address to any third party except where:
 - (i) It is necessary as part of the services that we undertake; or
 - (ii) We are required to do so by law or our professional rules.
5. If you are an individual, you have a right under the Data Protection Act 1998 to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact our Thanasis Salvanos at our registered office. We may charge you £10.00 for providing you with any such information. VAT will not be added to the charge.

Computer and Email Security:

6. Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.
7. The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.
8. We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.
9. We may correspond with you by email unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of

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an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at Glafka Limited.

10. We will aim to communicate with you by such method as you request. More often than not this will be in writing, but may be by telephone if it is appropriate. We may need to virus check disks or e-mails, but unless you withdraw consent we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

11. Referrals to Third Parties

- 11.1. If we recommend that you use a particular agency or business, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use a particular agency or business that can only offer products from one source, we shall notify you in writing of this limitation.
- 11.2. We will notify you of any commission that we receive from any particular practice, agency or business that we recommend you use.
- 11.3. If we recommend that you use a particular practice, agency or business, we shall not be liable to you for any advice you may be given by that practice, agency or business.

Disclosure to the Authorities etc:

- 11.4. We are in certain circumstance obliged under Money Laundering Regulations 2007, Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the Serious Organised Crime Agency ('SOCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until SOCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.
- 11.5. If any term or provision of these terms of business or our Agreement is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term, which shall be deemed modified accordingly.

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11.6. We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

12. Applicable Law, etc.

12.1. The Customer's right to use the Service is personal to the Customer and is not transferable.

12.2. These terms shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the Courts of England and Wales.

12.3. If we or you do not enforce our respective rights under this Agreement at any time it will not prevent either us or you from doing so later.

12.4. If any provision of this Agreement is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

12.5. If any term of this agreement is inconsistent with our legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.

13 General

13.1 The Production Fee and Service Charge do not include the cost of any merchant accounts required by the Customer for on-line credit card transactions.

13.2 The Company will use its best endeavors to back up data on a regular basis and to restore data as soon as is practicable

13.3 The Company does not warrant or assume responsibility to restore data (as per paragraph the above) and the Customer accepts that it may be impossible and undertakes and agrees to keep a copy of any website pages or database records independently.

13.4 The Company will use its best endeavors to provide reasonable Support to the Customer.

13.5 Any Notices required to be given under this Agreement shall be in writing and shall be

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sent by first class recorded post or delivered by hand to the addresses of the parties specified on the Quotation.

- 13.6 The Company reserves the right to change these Terms and Conditions subject to 60 days notice. Continued use of the Service will signify that the Customer agrees to any such changes.

A copy of these Terms of Business is available on our Website and may be downloaded.

