

## **WEBPARTNER TERMS & CONDITIONS:**

### **IMPORTANT NOTICE**

All Users of services provided by Vetstream Ltd, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employment by the User when ordering the services.

This Agreement is made between Vetstream Ltd of Three Hills Farm, Bartlow, Cambridge CB21 4EN ("we") and the User as detailed on the WebPartner Order Form overleaf ("you").

The date of this agreement is as detailed on the WebPartner Order Form overleaf.

The following constitute the Terms and Conditions under which Vetstream's WebPartner Programme trades and supplies its services and related products. These conditions represent the totality of the agreement and form the Contract between Vetstream Ltd and the User.

Vetstream Ltd is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

### **1. DEFINITIONS** In this Contract unless the context otherwise requires:

"Services" means domain name registration, Web Site hosting and any other service or facility provided by us to you as set out in the order form overleaf; "Server" means the computer server equipment operated by us in connection with the provision of the Services; "Web Site" means the area on the Server allocated by us to you for use by you as a site on the Internet; "Contract" means the Contract between Vetstream Ltd and the User. "Charges" means the charges as agreed; "User" means you the customer or any person who makes use of the services through you or on your behalf; "Minimum Contract Term" means the minimum period of service as specified in Clause 8.

### **2. SERVICES**

2.1 We will perform the Services for you and you will pay us for those Services. We warrant to you that we will use responsible care and skill in carrying out the Services and will allocate suitably qualified personnel to perform the Services. We make no other warranty or representation to you and all other warranties, either express or implied are hereby excluded.

2.2 We hereby grant you a non-exclusive, royalty free, non-transferrable licence to use any intellectual property generated by us in carrying out the Services for you.

**3. INDEMNITY** You warrant to us that you are the owner of and have the right to use the domain name and the content and any other intellectual property rights contained in or distributed by the Web Site and that the content in the Web Site is not offensive, illegal or defamatory in any way and the accessing, holding transmitting or supply of such material is not a criminal offence. You agree to indemnify and hold us harmless against all and any losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by us including legal expenses reasonably and properly incurred arising out of any breach of the foregoing warranty.

### **4. LIMITATION ON LIABILITY**

4.1 Without excluding or limiting liability for fraud, including fraudulent misrepresentation, or for death or personal injury caused by our agents or employees negligence, we shall not be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business or profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the Services.

4.2 Save as provided in Clause 4.1 our total aggregate liability and your exclusive remedy for damages for any claim relating to or arising from the Contract, regardless of the form of the action and whether such a claim arises in contract, tort or otherwise shall not exceed the total amount paid by you to us pursuant to the Contract.

### **5. DOMAIN REGISTRATION**

5.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

5.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring claim against us in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority.

5.3 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

5.4 We give no warranty that your domain name is or will continue to be available for your use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects your use of your domain name.

### **6. WEB-SITE HOSTING**

6.1 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

6.2 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

6.3 You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

6.4 While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt of misrouting of e-mail or for any other failure of e-mail.

### **7. VETSTREAM'S WEBPARTNER PROGRAMME SERVICE**

7.1 Vetstream Ltd will use all reasonable endeavours to adhere to any dates proposed by either Vetstream's WebPartner Programme or you for the provision of Service, however any such date is to be treated as an estimate only and Vetstream Ltd accepts no liability for failure to meet such dates.

7.2 Vetstream Ltd will use all reasonable endeavours to provide a reliable Service, however it is not practicable to provide such a Service free of faults and Vetstream Ltd does not undertake to do so. In the event of a fault in Service, you must report the fault by telephone or electronic mail to Vetstream Ltd. Upon receipt of the fault report, Vetstream Ltd will take all proper steps without undue delay to correct the fault. Vetstream Ltd shall not, in any event, be liable for the interruptions of Service or downtime of a Server.

7.3 Vetstream's WebPartner Service may: • temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Vetstream's WebPartner Service, generally without notice. • give or update instructions regarding the use of the Service which in Vetstream Ltd reasonable opinion is necessary in the interests of safety, or to maintain or improve the quality of Service to Vetstream's WebPartner Programme's customers and any such instructions shall whilst they are in force, be deemed to form part of this Contract, • vary the technical specification of the Service for operational reasons. Vetstream Ltd undertakes to use reasonable endeavours to restore Service as soon as practicable after any such suspension.

### **8. COMMENCEMENT and MINIMUM PERIOD OF SERVICE**

The Service, unless otherwise agreed, shall be provided for a minimum period of twelve months. The minimum period shall commence upon connection. Connection shall be deemed to be effected when the link is first live to your Site.

### **9. CHARGES and PAYMENT**

All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us, on our Web Site and/or other mediums, and shall be due and payable in advance of our service provision. All charges unless otherwise agreed are payable by Credit Card or Direct Debit on a monthly basis. The setup fee will be invoiced upon receipt of the completed order form. The monthly fee will begin 15 working days from the date the site is first available to review or upon the site going live, whichever is the sooner. Vetstream Ltd reserves the right to suspend services in the event of non-payment.

**10. TERMINATION OF SERVICE** This Contract may be terminated by either party on giving at least 30 days notice to the other expiring on the last day of the minimum Contract term or at any time thereafter. If Vetstream's WebPartner Programme gives notice you shall pay all charges up to the expiry of the notice. If you give notice, you shall pay all charges until 30 days after the date Vetstream's WebPartner Programme receives the notice or until expiry of the notice, whichever is the latter. Your notice does not avoid any other liability for Service already provided.

**11. NOTICES** Any notice to be given by either party to the other may be sent by either e-mail, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by e-mail shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

**12. MATTERS BEYOND VETSTREAM'S REASONABLE CONTROL** Vetstream Ltd is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of circumstances beyond Vetstream Ltd's reasonable control, including, without limitation, failure by other service providers.

**13. LAW** This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

**14. ENTIRE AGREEMENT** These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement. Nothing in this Clause 14 shall limit our liability for fraud.