

These terms in no way affect your statutory rights.

The Brody Organisation provides World Wide Web page hosting and email, plus domain registration and dedicated server hosting. The Brody Organisation reserves the right to suspend or cancel a customer's access to any or all services provided by The Brody Organisation at any time, or when The Brody Organisation decides that the account has been inappropriately used or otherwise.

DEFINITIONS

"We" "Us" "Provider", "The Brody Org" or "The brody.org" refers to **The Brody Organisation**

"You" "Your" "Client" or "Customer" refers to each person or entity who applies for internet service or web hosting or domain hosting or registration or web-based email or a pop3 email account or is a designate of any one who applies for any of the aforementioned products and/or services with The Brody Organisation.

"Website" refers to entire domains, and/or a customer's portion within a collective domain (ie: sharing a domain with others).

SERVER USE

The Brody Organisation reserves the right to refuse service and/or access and/or products to its servers and/or domains to anyone. The Brody Organisation does not allow any of the following content to be stored on its servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any regulation or material that is perceived to be misleading.

Adult Material - Includes all pornography, erotic images (unless under the banner of Art, and hosted on a website dealing exclusively and only with Art), or otherwise lewd or obscene content. The designation of "adult material" and what is defined as Art with respect of and to "erotic Images" is left entirely to the discretion of The Brody Organisation.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

BANDWIDTH USAGE

The Brody Organisation offers high data transfer. In rare cases, The Brody Organisation may find a customer to be surpassing their limit and using server resources to such an extent that he or she may jeopardise server performance and resources for other customers. In such instances, The Brody Organisation reserves the right to impose the High Resource User Policy for the consideration of all customers. For customers who share a domain, Bandwidth Usage will be assessed across the entire domain, but individual clients across that domain will be measured on primarily a monthly basis. Clients on shared domains whose domain areas are seen to exceed the allocated bandwidth amounts will also have the High Resource User Policy applied

HIGH RESOURCE USER POLICY

Resources are defined as bandwidth and/or processor utilisation.

The Brody Organisation may implement the following policy to its sole discretion:

When a website is found to be surpassing their data transfer limit per month on a single account and/or monopolising the resources available, the account holder will be contacted in order to discuss the situation. If no arrangement can be reached or the account holder cannot be contacted within 12 hours, The Brody Organisation reserves the right to terminate the account giving one week's notice. If the user's site is severely affecting the performance of the server, The Brody Organisation has the right to act immediately in order to resume the normal operation of the network. The High Resource User Policy also refers to other parts of the servers/network, including mail and ftp, plus the use of processor time.

At the discretion of The Brody Organisation, customers and/or clients who fall under the High Resource User Policy may be offered the opportunity to upgrade their account to a higher bandwidth usage. If agreed, the Brody Organisation will not suspend the Customer or Client account for the duration of one week pending payment for the cost of the upgrade. Failure to pay the upgrade costs within the allotted time will result in a suspension of all products and services and recovery for costs plus administrative fees at the discretion of The Brody Organisation will be taken through The Courts.

BANDWIDTH AND DISK USAGE

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). The Brody Organisation will monitor Customer's bandwidth and disk usage. The Brody Organisation shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in The Brody Organisation's sole and absolute discretion. If The Brody Organisation takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, The Brody Organisation may, at its sole discretion, collect a deposit, in an amount determined by The Brody Organisation, against customer's credit card on file with The Brody Organisation, or invoice the Customer direct. Failure to pay any such charges will result in civil action for recovery without further contact with the customer.

SPAM AND UNSOLICITED COMMERCIAL EMAIL (UCE)

SPAM and Unsolicited Commercial Email (UCE): The Brody Organisation takes a **zero tolerance** approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of The Brody Organisation may not use or permit others to use our network to transact in UCE. Customers of The Brody Organisation may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of The Brody Organisation's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, The Brody Organisation will initiate an immediate investigation (within 48 hours of notification). During the investigation, The Brody Organisation may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, The Brody Organisation may, at its sole discretion, restrict, suspend or terminate customer's account. Further, The Brody

Organisation reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. The Brody Organisation will notify law enforcement officials if the violation is believed to be a criminal offence.

First violations of this policy will result in an "Administrative Fee" of £250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of £500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed £175 per hour that The Brody Organisation personnel or its agents must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

As our Customers are ultimately responsible for the actions of their clients over the network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

PAYMENT POLICIES

All accounts are set up on a prepay basis. All pricing is guaranteed for the term of prepayment. You grant The Brody Organisation the right to cash your cheque from the account you provided from the Order Form for services you signed up for, unless such service is cancelled by you in writing or is cancelled by The Brody Organisation according to terms of this Agreement. The Brody Organisation reserves the right to change prices at any time. Payment for any monthly products or services are due each anniversary month, year (if paying annually) or period following the date the account was established (depending on account opened). If for any reason the payment does not arrive in time, the account is subject to suspension. Any account not brought current within a week of e-mail notice or exceeding this time frame in any way is subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies The Brody Organisation in writing for a request for termination of services. All payment is in the currency chosen at the time of order. The customer is also liable for the NIC/Nominet fees on domains and will be invoiced accordingly (see further conditions relating to domains).

DOMAINS

The Brody Organisation does not accept responsibility nor does it make any warranty that the domain name(s) requested by the Customer will be accepted for registration in the register of the Naming Organisation nor will it be liable for any costs of the Customer incurred if the application for Registration is unsuccessful. The Brody Organisation does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by the Customer.

New domain names are registered by The Brody Organisation but the renewal of these domains remains the responsibility of the customer. Customers should take steps to note the renewal date of their domain name and ensure action is taken to pay for any renewal costs before the domain registration period terminates. The Brody Organisation accepts no responsibility for the renewal of domain names and subsequent loss of business nor related liability resulting in a domain name not being renewed.

EMAIL

All payments made to The Brody Organisation are confirmed by email. Users accept that The Brody Organisation will notify them at least one week before payment is due, notify of payment and issue an email if payment has failed. Invoices are dispatched by email. In order to keep users notified of impending service alterations important to the running of their account, The Brody Organisation will occasionally communicate in this manner, and the users accepts this is normal policy. Invoices may also be sent by conventional, or 'snail mail'.

CANCELLATION

The Brody Organisation reserves the right to cancel service at any time. Customers can cancel service any time but must give fifteen (15) days notice before the next billing period is due. All cancellations must be received in writing as per the deadlines indicated; regular mail, e-mail and fax notifications are acceptable. Phone requests will not constitute acceptance of any cancellation. Cancellations will be processed by our staff every Monday. For information on refunds please see the heading "Refunds".

In the even of Customer cancellation, the Customer shall be responsible for renewing the Registration of his/her domain name(s) and finding a new host for the respective domain name(s).

RENEWALS

Your account will be automatically renewed fourteen (14) days prior to the due date of your account under the same fee structure, unless you give written notice to The Brody Organisation fifteen (15) days before the renewal date that you do not wish to renew such account.

INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold The Brody Organisation (for clarification, any service and/or product by The Brody Organisation) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against The Brody Organisation, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless The Brody Organisation against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with The Brody Organisation's servers; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement; (4) any defective products sold to customer from The Brody Organisation's servers, and (5) any statements made within information or pictures held on our servers that may be seen as unsuitable, defamatory, misleading or libellous in any way.

REFUNDS

Refunds will be given at the discretion of The Brody Organisation.

BACKUP FILES

The Brody Organisation will make every reasonable effort to protect and backup data for Clients on a regular basis, however The Brody Organisation does not guarantee the existence, accuracy, or regularity of its backup services and, therefore, if clients manage at least part of the services offered by The Brody Organisation, Client is responsible for making back-up files in connection with its use of the Services. There is a one time fee of £100 for our Administrator to retrieve clients back-up files. Client is solely responsible for independent backup of data stored on Providers server and network.

Email is stored and processed remotely on a server or servers which The Brody Organisation may use to process customer's email accounts whether they are web-based or pop3 accounts. The Brody Organisation cannot, does not and will not guarantee the service of these servers. Backing up email is entirely the responsibility of the Customer. The Brody Organisation cannot, and will not be responsible for any loss or

damage incurred by the Customer in the event of a failure or other disruption of service to email accounts, or email servers.

LIMITATION OF LIABILITY

You agree that The Brody Organisation will not be responsible for any losses that may incur where Services are accessed by third-parties through illegal or otherwise unauthorized means, including but not limited to situations where data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to The Brody Organisation at the time) which may exist in the Services or in The Brody Organisation's equipment used to provide the Services, or any other such equipment or services which The Brody Organisation may from time to time employ to provide products and services to the Customer.

Under no circumstances will The Brody Organisation be liable for any consequential, indirect, incidental, special or punitive damages, or loss of profits, revenue, data or use by Customer, any of its customers, or of any other third party, whether in an action in contract or tort or strict liability or other legal theory. The Brody will not be liable to Customer, any of its customers, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, War, Civil disruption, communications failure, theft, destruction or unauthorized access to The Brody Organisation's records, programs, equipment or services.

Notwithstanding anything to the contrary in this Agreement, The Brody Organisation maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) will not exceed the actual Pound Sterling amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this Section will survive any termination of this Agreement.

FORCE MAJEURE

The Brody Organisation will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

DISCLOSURE OF CUSTOMER INFORMATION AND LEGAL PROCESS

Although The Brody Organisation maintains strict confidentiality on Customer's information, there are certain exceptions in which The Brody Organisation may disclose information in its possession, including but not limited to information about the Customer's internet transmissions and website activity in order to comply with court order, subpoena, discovery request, warrant, statute, regulation or official governmental requests. The Brody Organisation has no obligation to notify Customer about whom the information is sought or that The Brody Organisation has provided the information. Customer acknowledges the above exceptions and agrees to them without reservation.

ASSIGNMENT

Customer will not have the right to assign this Agreement without the prior written consent of The Brody Organisation.

ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the parties, and supersedes all previous representations, understandings or agreements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement will remain in full force and effect.

Customer hereby represents that he, she or it, is either an individual entering this Agreement for his or her personal use and is over 18 years of age, or is a corporation or other legal corporate entity, duly organized, validly existing and in good standing under the laws of the state or country of its organization and the person acting on behalf of Customer is duly authorized to accept, execute and deliver this Agreement on behalf of Customer.

The Brody Organisation reserves the right to revise its policies and/or prices at any time.