THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Acceptance" means the acceptance or deemed acceptance of the Site by the Customer under Condition 5.

"Acceptance Tests" means the tests more particularly detailed at Condition 5.

"Applicable Laws" for the purposes of Condition 11 and for so long as and to the extent that they apply to the Host, means the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law.

"Business Day" means any day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are generally open for business.

"Charges" means the charges in respect of the Services set out in the Order or as otherwise provided for in these Conditions.

"Confidential Information" means all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or during discussions between the parties), where the information is:

(a) identified as confidential at the time of disclosure; or

(b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

"Contract" means the contract between the Host and the Customer for the supply of Services in accordance with these Conditions.

"Customer" means the person or firm who purchases Services from the Host.

"Data Protection Legislation" means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

"Data Subject" has the meaning set out in Article 4(1) of the GDPR.

"Domestic Law" means the UK Data Protection Legislation and any other law that applies in the UK.

"Host" means Atto Limited of 25 Donegall Street, Belfast, BT1 2FF.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Materials" means the content provided to the Host by the Customer from time to time for incorporation in the Site.

"month" means a calendar month and the term "**monthly**" shall be construed accordingly.

"Non-Host Defects" means the defects described in Condition 5.3.

"Order" means the Customer's written acceptance of the Host's quotation or overleaf, as the case may be.

"Personal Data" has the meaning set out in Article 4(1) of the GDPR.

"Project Plan" means the timetable (if any) for setting up the Site and performing the Services as set out in the Order.

"Services" means the hosting and related services to be provided under these Conditions as described in the Order.

"Site" means the website at the URL detailed in the Order to be hosted by the Host under these Conditions.

"Site Software" means the third party software for the Site whether commissioned from such third party by the Customer or the Host.

"Site Specification" means the specification for the Site set out in or otherwise cross referenced by the Order.

"UK Data Protection Legislation" means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

"Visitor" means a visitor to the Site.

1.2 Condition headings shall not affect the interpretation of these Conditions.

1.3 References to Conditions are (unless otherwise provided) references to the conditions contained within these Conditions.

1.4 If there is an inconsistency between any of the provisions in the main body of these Conditions and the Order, the provisions of the Order shall prevail.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9 References to **content** include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a visitor to that website.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Host issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Host, and any descriptions or illustrations contained in the Host's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Host shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SERVICES

3.1 The Host shall use reasonable endeavours to perform its obligations in accordance with the Project Plan subject to the Customer providing the Materials to the Host in a timely manner.

4. CUSTOMER RESPONSIBILITIES

4.1 The Customer shall be responsible for the accuracy and completeness of the Materials.

4.2 The Host shall not be liable for any delays in implementing the Project Plan resulting from the Customer's failure to fulfil any of its obligations set out in the Project Plan. The Host reserves the right to invoice the

Customer for any additional expenses reasonably incurred by the Host as a result of such delays.

5. ACCEPTANCE

5.1 Unless provided otherwise by the Order, the Acceptance Tests shall be such tests as the Host considers reasonably necessary to test compliance of the Site with the Site Specification.

5.2 The Host shall run the Acceptance Tests and Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Host shall notify the Customer when the Acceptance Tests have been passed and provide the results of the Acceptance Tests to the Customer in writing upon request.

5.3 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom the Host has no responsibility ("**Non-Host Defect**"), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Host Defect. The Host shall provide assistance reasonably requested by the Customer in remedying any Non-Host Defects by supplying additional services or products. If so requested, the Customer shall pay the Host in full for all such additional services and products at the Host's then current fees and prices.

5.4 Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:

5.4.1 the Customer uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or

5.4.2 the Customer unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of seven working days from the date on which the Host is ready to commence running such Acceptance Tests or retests.

6. CHARGES AND PAYMENT

6.1 Unless provided otherwise by the Order, the Host shall:

6.1.1 be entitled to increase the Charges annually provided that such increase is not more than 3% of the Charges payable for the preceding 12 month period; and

6.1.2 issue a monthly invoice in respect of the Charges, and the Customer shall pay to the Host the Charges set out in the Host's invoice within 30 days of the date of the Host's invoice.

6.2 The Customer shall pay all invoices submitted to it by the Host in full and cleared funds to a bank account nominated in writing by the Host and time for payment shall be of the essence of the Contract.

6.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Host to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Host, pay to the Host such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.4 If the Customer fails to make any payment due to the Host under these Conditions by the due date for payment, then, without limiting the Host's remedies under Condition 12, the Customer shall pay interest on the overdue amount from the due date until actual payment of the overdue amount, whether before or after judgment. Interest under this Condition will accrue each day at 4% a year above the Bank of England base rate from time to time but at 4% a year for any period when that base rate is below 0%.

6.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. WARRANTIES

7.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform these Conditions.

7.2 The Host shall perform the Services with reasonable care and skill.

7.3 The Host warrants that:

7.3.1 the Site will perform substantially in accordance with the Site Specification for a period of 90 days from Acceptance. If the Site does not so perform, the Host shall, for no additional charge, carry out any work necessary in order to ensure that the Site substantially complies with the Site Specification;

7.3.2 the Site shall be available to Visitors pursuant to the Services 99.9% of the time. Where the Site is not available for more than 45 minutes in aggregate in any month, and provided this is due to a default by Host and not agreed, scheduled or emergency maintenance, the Customer will, upon request, be credited with an amount which in the reasonable opinion of the Host is proportional to the downtime in the month concerned, against the Charges payable for the month concerned. The Host shall make all commercially reasonable efforts to provide the Customer with prior email notification of all scheduled and emergency interruptions to the availability of the Site and shall use all reasonable endeavours to keep such interruptions to a minimum.

7.3.3 the Services shall be delivered in accordance with Good Industry Practice.

7.4 The warranty set out in Condition 7.3 shall not apply to the extent that any failure of the Site to perform substantially in accordance with the Site Specification is caused by the Site Software, any Materials or an Event of Force Majeure.

7.5 These Conditions set out the full extent of the Host's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into these Conditions or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

8. LIMITATION OF REMEDIES AND LIABILITY

8.1 Nothing in these Conditions shall operate to exclude or limit either party's liability for:

8.1.1 death or personal injury caused by its negligence; or

8.1.2 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

8.1.3 fraud; or

8.1.4 any other liability which cannot be excluded or limited under applicable laws.

8.2 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

8.3 Subject to Condition 8.1, the Host’s aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with these Conditions or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed an amount equal to the Charges payable for that calendar year.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Customer retains all Intellectual Property Rights in the Materials and any Site Software the Customer commissioned itself from a third party for use on the Site and grants the Host a licence to such Intellectual Property Rights to the extent required to perform its obligations under these Conditions.

9.2 All Intellectual Property Rights in any works arising in connection with the performance of the Services by the Host ("**Works**") shall be the property of the Host, and the Host hereby grants to the Customer a non-exclusive licence to such Intellectual Property Rights for the purposes of using the Site.

9.3 The Customer shall indemnify the Host against all damages, losses and expenses arising as a result of any action or claim that any Site Software directly commissioned by the Customer or the Materials infringe any Intellectual Property Rights of a third party.

9.4 The Host shall indemnify the Customer against all damages, losses and expenses arising as a result of any action or claim that the Works infringe the Intellectual Property Rights of a third party, other than infringements referred to in Condition 9.3.

9.5 The indemnities in Condition 9.3, Condition 9.4, and Condition 10.3 are subject to the following conditions:

9.5.1 the indemnified party promptly notifies the indemnifier in writing of the action or claim;

9.5.2 the indemnified party makes no admissions or settlements without the indemnifier's prior written consent;

9.5.3 the indemnified party gives the indemnifier all information and assistance that the indemnifier may reasonably require; and

9.5.4 the indemnified party allows the indemnifier complete control over the litigation and settlement of any action or claim.

9.6 The indemnities in Condition 9.3, Condition 9.4, and Condition 10.3 may not be invoked to the extent that the action or claim arises out

of the indemnifier's compliance with any designs, specifications or instructions of the indemnified party.

9.7 At its own expense, the Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to Condition 9.2.

10. SITE CONTENT

10.1 The Customer shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) ("**Inappropriate Content**").

10.2 The Host shall include only the Materials on the Site. The Customer acknowledges that the Host has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Host reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. The Host shall notify the Customer if it becomes aware of any allegation that content on the Site may be Inappropriate Content.

10.3 The Customer shall indemnify the Host against all damages, losses and expenses arising as a result of any action or claim that the Materials or any other material posted to, or linked to, the Site constitutes Inappropriate Content.

11. DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Condition 11.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Host is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

11.3 Without prejudice to the generality of condition 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Host to the extent required for performance of the Services for the duration and purposes of the Contract.

11.4 Without prejudice to the generality of condition 11.1, the Host shall, in relation to any Personal Data processed in connection with the performance by the Host of its obligations under the Contract:

11.4.1 process that Personal Data only on the written instructions of the Customer (which shall hereby be deemed given for the purposes of providing the Services required to perform the Contract) unless the Host is required by Applicable Laws to otherwise process that Personal Data. Where the Host is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Host shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Host from so notifying the Customer;

11.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

11.4.3 not transfer any Personal Data outside the European Economic Area unless the following conditions are fulfilled:

(a) the Customer has provided appropriate safeguards in relation to the transfer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Host complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

11.4.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

11.4.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;

11.4.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

11.4.7 maintain records and information reasonably required to demonstrate its compliance with this Condition 11.

11.5 The Customer consents to the Host appointing third party processors of Personal Data under these Conditions. The Host confirms that it has entered into or (as the case may be) will enter with such third-party processors a written agreement substantially on that third party's standard terms of business. As between the Customer and the Host, the Host shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 11.

11.6 Either party may, at any time on not less than 30 days' notice, revise this Condition 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to these Conditions).

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.1.1 the other party fails to pay any amount due under these Conditions on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;

12.1.2 the other party commits a material breach of any other term of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified in writing to do so;

12.1.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

12.1.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.2 Without affecting any other right or remedy available to it, the Host may terminate the Contract with immediate effect by giving written notice to the Customer if:

12.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

12.2.2 there is a change of control of the Customer.

12.3 Without affecting any other right or remedy available to it, the Host may suspend the supply of Services under the Contract or any other contract between the Customer and the Host if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Condition 12.1.3 to Condition 12.1.5, or the Host reasonably believes that the Customer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract the Customer shall immediately pay to the Host all of the Host's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Host shall submit an invoice, which shall be payable by the Customer immediately on receipt.

13.2 On termination of these Conditions by the Host pursuant to Condition 12.1, all licences granted by the Host under these Conditions shall terminate immediately.

13.3 On expiry or termination of these Conditions otherwise than on termination by the Host under Condition 12.1 the Host shall:

13.3.1 promptly return to the Customer the Site Software which the Customer directly commissioned itself in relation to the Site and all Materials, and shall provide to the Customer an electronic copy of the Site (including all content on the Site); and

13.3.2 provide such assistance as is reasonably requested by the Customer to transfer the hosting of the Site to the Customer or another service provider, subject to payment of the Host's expenses reasonably incurred in doing so.

13.4 On expiry or termination of these Conditions, all provisions of these Conditions shall cease to have effect, except that any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Conditions shall remain in full force and effect.

14. FORCE MAJEURE

Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Event of Force Majeure**). In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

15. CONFIDENTIALITY

15.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

15.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

15.3 The obligations set out in this Condition 15 shall not apply to Confidential Information that the receiving party can demonstrate:

15.3.1 is or has become publicly known other than through breach of this Condition 15; or

15.3.2 was in the possession of the receiving party prior to disclosure by the other party; or

15.3.3 was received by the receiving party from an independent third party who has full right of disclosure; or

15.3.4 was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

15.4 The obligations of confidentiality in this Condition 15shall not be affected by the expiry or termination of these Conditions.

16. NOTICES

16.1 Any notice or other communication given to a party under or in connection with these Conditions shall be in writing and shall be:

16.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

16.1.2 sent by email, in the case of each party to the same address to/from which the parties communicated in respect of the Order .

16.2 Any notice or communication shall be deemed to have been received:

16.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

16.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

16.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Condition 16.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. MISCELLANEOUS MATTERS

17.1 Except as permitted by Condition 11.5, neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under these Conditions, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

17.2 These Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

17.4 Unless it expressly states otherwise, these Conditions does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.

17.5 No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.6 A waiver of any right or remedy under these Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.7 A failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.8 Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

17.9 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.

17.10 If any provision or part-provision of these Conditions is deemed deleted under Condition 17.9, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.11 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.12 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. GOVERNING LAW & JURISDICTION

18.1 These Conditions and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with its subject matter are governed by and construed in accordance with the law of Northern Ireland.

18.2 Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation.