

WEB HOSTING AGREEMENT

This Web Hosting Agreement ("Agreement") is entered into as of ("Effective Date"), by and between Turner Digital Marketing Ltd, a company incorporated under the laws of the United Kingdom with its principal place of business at 101 Absolute House, Coptfold Hall Farm, Writtle Road, Ingatestone, CM4 0EL ("Host"), and a company ("Client") incorporated under the laws of the United Kingdom.

N.B All Hosting Agreements become "Effective" upon opening an Hosting account with Turner Digital Marketing.

Services

1.1 The Host shall provide the Client with web hosting services as described in Appendix A ("Services"), subject to all terms and conditions herein. The Host will utilise reasonable endeavours to provide these Services on a continuous basis.

Payment Terms

2.1 The Client shall pay the Host a fee of £20 per month if paying monthly, or £240 per year if paying annually. Payments are due on the first day of each month for monthly payments, or on the anniversary of the account being opened for annual payments.

2.2 In the event of late payment, the Host reserves the right to suspend the Services until payment is received in full.

2.2.1 All payments are due upon receipt of the invoice from the Host. Payments not received within 30 days of the invoice due date will be subject to a late payment fee of £25.

2.2.2 The Client is encouraged to communicate with the Host in case of anticipated late payments to avoid unnecessary charges or interruptions in service. The Host reserves the right to suspend the Services if payment is not received within 30 days of the invoice due date.

2.2.3 Suspension of Services will be considered as the end of the Agreement unless the Client communicates otherwise. During suspension, the Client's website will be offline and inaccessible.

2.2.4 If the payment is not received within 60 days of the invoice due date, and no communication is received from the Client regarding the payment, the Host reserves the right to delete the Client's website from its servers and terminate the agreement.

2.2.5 All backups of the Client's website data will be maintained for a period of 6 months from the date of suspension of Services. After this period, the backups will be deleted and will not be recoverable.

2.2.6 If the Client wishes to reinstate their website after the Services have been suspended, a reinstatement fee will be applied. For reinstatements within 30 days of suspension, a fee of £50 will be charged. For reinstatements after 60 days, a fee of £200 will be charged.

2.2.7 The Client acknowledges that the reinstatement of the Services and the website does not exempt them from the payment of any outstanding fees and the respective late payment or reinstatement fees.

Term and Termination

3.1 This Agreement shall have an initial term of twelve (12) months, starting from the Effective Date, and shall automatically renew for subsequent twelve (12) month periods unless either party gives thirty (30) days' written notice of termination prior to the end of the then-current term.

3.2 The Client may terminate this Agreement early, within the first year, by providing written notice to the Host and paying an early termination fee equivalent to the remainder of the first year's hosting fee. After the first year, no early termination fee applies as long as the Client gives thirty (30) days' written notice.

Service Level Agreement

4.1 The Host does not provide any compensation for service outages or downtime. The Host commits to a service uptime of 99.9%, with services monitored 24/7/365.

Data Backup and Loss

5.1 The Host shall maintain backups of the Client's data for a period of thirty (30) days. The Client may request a data restoration as needed within this period.

5.2 The Host will not be responsible for any loss, deletion, modification or disclosure of the Client's data under any circumstances.

Customer Service

6.1 The Host shall provide customer service support in line with its commitment to maintaining service uptime. This includes proactive monitoring of services and incident escalation to prevent downtime.

Transfer of Agreement

7.1 The Client may transfer this Agreement without restriction. In the event of a sale of the Client's business, the Client may transfer this Agreement to the new owner, subject to written notice being provided to the Host.

Dispute Resolution

8.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the United Kingdom, which Rules are deemed to be incorporated by reference into this clause.

Client Obligations

9.1 The Client is solely responsible for the content of their website. The Client agrees not to engage in activities that may harm the Host's network or servers, including, but not limited to, spamming or illegal activities.

Appendix A: Web Hosting Services

Turner Digital Marketing agrees to provide the following services under the terms of this agreement:

- 1. Website Hosting:** The host will provide server space for the client's website to be accessible on the internet. The host will ensure the server is maintained and functioning properly.

- 2. Backup and Restore Services:** The host will maintain backups of the client's website for a period of 30 days. The client can request restoration of the website as needed within this period.

- 3. Technical Support:** The host will monitor the website's uptime and respond to any technical issues as part of the agreement. The host is responsible for server-side issues, while the client is responsible for their website content.

- 4. Security:** The host will implement reasonable security measures to help protect the client's website from unauthorised access or cyber threats, but will not be liable should any occur.