

# COMMUNITY NET LIMITED

## Website Hosting Terms & Conditions

*www.havelocknorth.com is a division of Community Net Ltd*

1. Warranty: I warrant and undertake to Community Net Ltd (CommNet) that no statement, representation of information contained in the Host web site:
  - a. is or is likely to be misleading or deceptive or to otherwise infringe the fair trading legislation in the United States, United Kingdom/Great Britain, Australia, Canada, New Zealand or South African law; or
  - b. is at all defamatory, in breach of copyright, trademark, third party's contractual or tortious rights or other intellectual or industrial property right of any third party and Community Net; or
  - c. is otherwise in breach of any provision of any statute, regulation or rule of law.
2. Indemnity: I acknowledge that Community Net relies on the warranties set out in clause 1 in providing me with this product

I hereby agree to indemnify Community Net its employees, servants and agents against all losses or costs (legal or otherwise), liabilities, claims or proceedings whatsoever arising as a result of any breach of the warranties set out in clause 1.

3. Right to Refuse: Community Net may at any time and without notice to me cancel, reject, or refuse to continue hosting any web sites without providing any reason for such rejection or refusal at any time prior to, or after, hosting any web site. This right will not be unreasonably exercised.
4. Defects and Faults: Community Net will do its best to provide highly reliable services although it does not guarantee they will be continuous or fault free. Community Net and its employees, servants, contractors or agents are not responsible for any losses or costs, liabilities, claims or proceedings whatsoever (including loss of profits or business loss and whether as a result of negligence or otherwise) which you or any other person may suffer as a result of a defect, fault or temporary failure to provide any server or service.
5. Changing these Terms: Community Net may change these Web Hosting Terms and Conditions by changing or removing existing terms or by adding new ones. You will be able to refer to the most recent copy of these Web Hosting Terms and Conditions by accessing the URL Link on the Community Net site.
6. Payment: Charges; set-up fee to be paid in advance. Hosting fee to be paid monthly in advance. All other charges will be notified.
7. This agreement will be for a period of 2 years from commencement date.
8. Entire Agreement: These terms together constitute the entire agreement between the parties.

Signed for Community Net Limited

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed for: \_\_\_\_\_

By:  
Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_