



Ryland Technology Ltd
Web Hosting, E-mail and Domain Services
Terms and Conditions

1. Definitions

- (1) Agreement: the agreement formed between Ryland and the Client for the provision of Services and represented by this document;
- (2) Business Day: A day which is not a Saturday or Sunday and which is not a public or bank holiday in England and Wales;
- (3) Business Hours: Between the hours of 9am and 5pm on each Business Day;
- (4) Client: The other party to this agreement as identified in the order confirmation;
- (5) Client Materials: any and all data, text, images, graphics, videos, logos and any other content and material, hardware or equipment provided by the Client in connection with the Agreement for use by Ryland in providing these Services;
- (6) Fees: the charges due to Ryland under the Agreement in consideration of the Services provided under this Agreement;
- (7) Intellectual Property Rights: any and all patents, trade marks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to the same;
- (8) Netiquette: Generally accepted standards and codes of practice for the use of the Internet including for example not sending bulk unsolicited e-mail and not impersonating other persons;
- (9) Permanent Connection: a connection which is functional in accordance with the Service Level Guarantee;
- (10) Person: any individual, firm, body corporate, unincorporated association, partnership, government, state or stage agency or joint venture;
- (11) Ryland: Ryland Technology Ltd, registered in England (Company No. 2548741);
- (12) Server: a computer connected to the Internet via Permanent Connection;
- (13) Services: the internet-related services provided to the Client pursuant to the Agreement, as described on a relevant Order Confirmation, together with any consequent and/or related services;
- (14) Technical Support Services: support provided by any means by Ryland to the Client for the purpose of enabling the Client to use the Services or for the resolution of problems or questions relating to the Services.
- (15) Third Party Software: any software provided to the Client pursuant to this Agreement which is not the property of Ryland;
- (16) Top Level Domain (TLD): the last part of the domain name designating the type of domain and/or country of registration (e.g. .com, .net, .co.uk, .org.eu);
- (17) Webpace: space on a Server to be used for the purposes of displaying a Website on the Internet.

2. Interpretation

- (1) The headings used in the Agreement are for convenience only and are not intended to be part of or to affect the meaning or interpretation of any part of the Agreement;
- (2) In the Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
- (3) In the event of a conflict between any part of these Conditions and any Order Confirmation, these Conditions shall have precedence, but shall only affect the validity of the Order Confirmation to the minimum extent necessary for the inconsistency to be resolved;
- (4) The parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party to it;
- (5) Reference in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.

3. Overview of Services

- (1) The Services provided by Ryland and covered by the Agreement fall into the following categories:
 - (a) Website Hosting Services;
 - (b) Electronic Mail Services;
 - (c) Domain Name Services;
 - (d) Technical Support Services;
- (2) The Services provided by Ryland to the Client under the Agreement are those expressly specified in the Order Confirmation, together with any related or consequential Services;
- (3) Ryland shall be under no obligation to provide any service other than those expressly specified in the Order Confirmation.

4. Website Hosting Services

- (1) The Client will be provided with webpace as specified in the Order Confirmation;
- (2) The Client will be provided with FTP access to the website if the Client so requests;
- (3) In addition to the express restrictions specified in the Order Confirmation, all use of Website Hosting Services is subject to a 'reasonable use' limit.

5. E-mail Services

- (1) The Client will be given one POP3 account for each e-mail account specified in the Order Confirmation, up to a maximum of 10 per website account;
- (2) The Client will be given access to each POP3 account allocated under clause 5(1) via a POP server of Ryland's choosing;

- (3) The Client will be given access to an SMTP server of Ryland's choosing in order to send e-mail;
- (4) Additional POP3 email accounts can be supplied at an additional cost.

6. Domain Name Services

- (1) The Client undertakes and warrants to Ryland that the registration of any domain name requested by it (a "Requested Domain"):
 - (a) and the manner in which it is to be directly or indirectly used will not infringe any third party rights; and
 - (b) is not being made in bad faith and could not be considered to be an abusive registration under the ICANN or Nominet dispute resolution policies, whichever is appropriate; and
 - (c) is not being made for or in connection with any unlawful purpose;
- (2) Once an Order Confirmation has been sent to the Client Ryland will use its reasonable endeavours to procure the Requested Domain for the Client;
- (3) The Client acknowledges that the nature of the Internet and domain name registration means that Ryland cannot guarantee to procure any Requested Domain but that if such a domain cannot be procured and Fees specifically for the registration of that specific domain have already been paid, the Client will have the option of a refund of such Fees that relate solely to that domain registration or of Ryland attempting to procure an alternative domain name (of the same TLD) instead;
- (4) The Client acknowledges that the registration of any Requested Domain will be subject to the registration requirements of the appropriate registry;
- (5) The Domain Name Services are limited to forwarding the application for registration to the relevant naming authority, providing reasonable administration services in relation to the application and notifying the result of the application to the Client within a reasonable period after communication from the authority;
- (6) Ryland will use reasonable endeavours to notify the Client of any renewal dates but Ryland accepts no liability whatsoever for the loss of registration of any Requested Domain for any reason;
- (7) Ryland makes no representation or warranty express or implied of any kind (and all such representation and warranties are expressly disclaimed) with respect to the availability or likelihood of registration of any Requested Domain;
- (8) Any request for domain name registration must be submitted by electronic mail or postal mail to Ryland. Ryland will register the domain name exactly as spelt in the communication requesting registration and will not be held liable for any mistake in that spelling;
- (9) Notwithstanding clause 6(8) above the Client will check that any Requested Domain is spelt correctly in all communication from Ryland to the Client and will notify Ryland immediately of any incorrect spelling;
- (10) The Client will at all times comply with the terms and conditions from time to time applying to the registration of domain names published by the relevant naming authority (or any other authority having similar force) including the dispute resolution policy of that authority;
- (11) All domains registered by Ryland for the Client will be registered with the Client as the registrant or legal owner of the domain and with Ryland as all other contacts for the domain;
- (12) Ryland will not authorise the transfer of a Requested Domain elsewhere until all Fees payable by the Client under the Agreement have been paid in full, whether or not such Fees relate to the domain name in question;
- (13) The Client agrees and acknowledges that Ryland will make registration information provided by the Client (including the contact details of the Client) in relation to the Requested Domain available to certain organisations ("Recipients") including ICANN, Nominet or any other appropriate registration authority, the registry administrators and other third parties as applicable law requires or permits including the police and other law enforcement agencies. The Client further acknowledges that Ryland and/or these Recipients may make publicly available (or directly available to third parties) some or all of this information for purposes of inspection (for example through the WHOIS service) or for other purposes as required or permitted by ICANN and/or Nominet and applicable law. The Client consents to any and all such disclosures whether during or after the term of registration. The Client permanently and irrevocably waives any and all claims and causes of action arising from such disclosure or from use of the domain name registration information by Ryland in any way.

7. Technical Support Services

- (1) Support Services provided by Ryland to the Client are either Included Technical Support Services or Additional Technical Support Services;
- (2) Included Technical Support Services:
 - (a) Ryland will provide Technical Support Services to the Client in relation to the Services provided under the Agreement subject to the remaining provisions of this clause 7(2);
 - (b) Such Technical Support Services shall only extend to ensuring that the Services covered by this Agreement are provided to the level stated in this Agreement;
 - (c) Such Technical Support Services shall only be available during Business Hours unless expressly stated otherwise in the Order Confirmation;
 - (d) Such Technical Support Services will only be provided in relation to the Services provided under the Agreement and will not extend to any related or ancillary systems, software or services;
 - (e) Such Technical Support Services will only be provided in relation to matters directly under the control of Ryland;
 - (f) Such Technical Support Services will not extend to cases where the entire cause or a significant cause of the question, issue or problem is:
 - (i) Any action by the Client contrary to instructions or advice provided by Ryland to the Client in relation to the Services;
 - (ii) Any action by the Client other those which are reasonable and foreseeable for the enjoyment of the Services;
 - (iii) Any action by any third party in dealing with or on behalf of the Client which is contrary to instructions or advice provided by Ryland to the Client in relation to the Services;
 - (iv) Any fault whatsoever in the systems of the Client;
 - (v) Any non-standard feature or configuration whatsoever in the systems of the Client.
 - (vi) Any lack of knowledge on the part of the Client, other than where that knowledge could only have been provided by Ryland and has not been so provided;
 - (g) For the avoidance of doubt Included Technical Support Services do not include assisting the Client in setting up their systems so as to utilise the Services provided by Ryland, apart from the provision of the relevant necessary information to allow the Client to do so;

- (h) Technical Support Services falling under this clause 7(2) will be provided by Ryland at no additional charge unless Ryland in its absolute discretion believes that the Client's use of such Technical Support Services is unreasonable.
- (3) Additional Technical Support Services:
 - (a) Any Technical Support Services which do not fall within clause 7(2) of the Agreement will be deemed Additional Technical Support Services;
 - (b) Additional Technical Support Services will be charged for at the then applicable Ryland rate. At the time of writing this rate is £14.07 + VAT per 15 minutes or part thereof, but this rate may be changed on provision of notice in writing to the Client;
 - (c) Additional Technical Support Services include (but are not limited to):
 - (i) Attempts to integrate the Services provided by Ryland with services of third parties;
 - (ii) Issues arising directly or indirectly from the failure of the Client to follow any instructions issued by Ryland in relation to the Services;
 - (iii) Issues arising directly or indirectly from any act or omission of the Client or of any third party other than where expressly directed so to act by Ryland;
 - (iv) Attempts by the Client or any third party to use the Services with any non-standard hardware or software;
 - (v) The recovery or rectification of lost or corrupted data;
 - (vi) Issues arising directly or indirectly from a lack of technical knowledge on the part of the Client.
- (4) Technical Support Services whether Included or Additional shall be available by contacting Ryland by telephone on the telephone number published from time to time by Ryland or by e-mail to the e-mail contact provided to the Client by Ryland.

8. Service Level Provision

- (1) Service Level Guarantee:
 - (a) Ryland guarantees that, subject to the other provisions of the Agreement, the Services will be functional in accordance with the Order Confirmation for a minimum of 99% of the time in each calendar month;
 - (b) Should the Services be offline for more than 1% of the time in any calendar month and should no other provision of the Agreement remove or reduce Ryland's liability for such drop in Service then the Client will be entitled to a refund of the pro rata monthly fee.
- (2) Ryland will use its reasonable endeavours to provide the Services as specified in the Order Confirmation but other than in a case falling within Clause 8(1) Ryland shall not be liable to the Client where Service provision fails in any way;
- (3) Ryland will use its reasonable endeavours to provide the Services in accordance with any timescale set out on the Order Confirmation but will not be liable (where using those endeavours) for any failure to meet any timescale;
- (4) Notwithstanding Clause 8(1) Ryland shall not be liable for any failure to provide the Services which results from any breach of the Agreement by the Client, its employees, agents or subcontractors, or by any party who gains access to the Services or to Ryland's systems through the Client, with or without the Client's knowledge or consent;
- (5) Without prejudice to other rights and remedies Ryland may at its sole discretion suspend the provision of the Services in whole or in part (temporarily or permanently) and will have no liability to the Client to provide any of the Services should any of the following occur:
 - (a) Failure by the Client to pay any Fees owing to Ryland by the day on which they are due;
 - (b) The issue by a Court or any other competent authority of any order which is binding upon Ryland and which relates to the Services covered by this Agreement;
 - (c) Any bandwidth, memory or other usage limits are exceeded by the Client without prior express written consent from Ryland;
 - (d) Ryland determine in its sole discretion that the Client's use of any of the Services is unreasonable to the extent that it risks causing detrimental effect to Services provided to other of Ryland's clients;
 - (e) An event occurs or is likely to occur which Ryland in its sole discretion believes requires the suspension of the relevant Services in order to ensure system security or protect the services or property of Ryland or any of its clients.
- (6) Should any Services be suspended under clause 8(5) above Ryland shall only be obliged to reinstate provision of Services once the relevant event which justified suspension has ceased and Ryland is satisfied that the same or similar event will not arise again should service be reinstated.
- (7) Should any Services be suspended under clause 8(5)(a) above (non-payment of fees), a charge of £25 + VAT shall apply for the reactivation of the Services following receipt of correct payment. This charge is to cover the time taken by Ryland in reactivating the services;
- (8) It shall be the Client's responsibility to backup any and all data stored on Ryland's systems. No such responsibility shall lie with Ryland whatsoever unless expressly stated otherwise in the Order Confirmation.

9. Hosting Quotas

- (1) Unless otherwise agreed in writing, all websites hosted with Ryland are subject to the following limits:
 - (a) 250 MB (megabytes) of space on the server, including all database and statistics files;
 - (b) 2 GB (gigabytes) of data transfer in/out (bandwidth) per calendar month.
- (2) Prices for additional webspace and bandwidth are available on request.
- (3) If either of these quotas is exceeded for any part of a calendar month without first upgrading, the Client will be charged 150% of the relevant upgrade fee for that month.

10. Indemnification and Exclusion of Liability

- (1) To the maximum extent permitted by law Ryland hereby excludes all liability for claims, expenses, losses, damages and costs made against or incurred or suffered by the Client which are:
 - (a) Economic or financial in nature (including but not limited to loss of profit, loss of business, loss of contract and depletion of goodwill); or
 - (b) Indirect or consequential.
- (2) To the maximum extent permitted by law Ryland hereby excludes all liability for claims, expenses, losses, damages and costs made against or incurred or suffered by the Client which arise in any way from:
 - (a) A breach of the Agreement by the Client;
 - (b) Any unreasonable action by the Client;

- (c) Any inability of the Client to access the Services which is not due to an error within systems under Ryland's control;
 - (d) Any use or misuse of the Services by any third party who obtains access to the Services through the Client or using information at some time in the possession of the Client with or without the Client's knowledge or consent;
 - (e) Termination of the Agreement by either party for any reason.
- (3) The Client warrants that it has all necessary legal authority to use and to allow Ryland to use the Client Materials for the purposes specified in the Agreement and for all associated purposes;
 - (4) In particular the Client warrants that all necessary rights, consents and waivers have been obtained prior to the use of the Client Materials under this Agreement;
 - (5) The Client warrants that no part of the Client Materials breaches any applicable law and that the use of the Client Materials for the purposes of this Agreement does not constitute a criminal offence in any relevant jurisdiction and is not otherwise unlawful or a breach of any applicable law or code of practice applying to such materials;
 - (6) The Client agrees fully to indemnify and keep indemnified Ryland from and against any claims, losses, damages or costs (including without limitation legal expenses) whether contractual, tortious or criminal arising from
 - (a) Any breach of the Agreement by the Client;
 - (b) The Client's use or misuse of the Services;
 - (c) The use or misuse of any Services by any third party who obtains access to such Services through the Client, with or without the Client's knowledge or consent.

11. Service Delivery and Limitation of Liabilities

- (1) The Client acknowledges that due to the nature of the Services covered by the Agreement Ryland cannot guarantee that the Services, when delivered via the Internet, will be uninterrupted or free of errors.
- (2) To the fullest extent permitted by law and except as provided elsewhere in the Agreement the Services are provided by Ryland to the Client on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind is given in connection with the Agreement including as to quality and fitness for a particular purpose. In particular, Ryland gives no warranty or representation (except as covered by the Service Level Guarantee) that:
 - (a) The Services will meet the Client's requirements;
 - (b) The Services will be provided on an uninterrupted, timely, secure or error-free basis.
- (3) Ryland warrants to the Client that it will provide the Services with reasonable care and in accordance with the Service Level Guarantee. Ryland will not be liable for any breach of such warranty unless and until the Client notifies Ryland in writing of such failure within 14 days of the Client becoming aware of the failure.
- (4) In the event of the Client establishing a failure by Ryland to satisfy the Service Level Guarantee, Ryland shall be under an obligation to remedy such failure or to refund such part of the Fees as relates to such Services. Any such refund shall be on a pro rata basis of the Fees for that Service for the month in question.

12. Obligations of the Client

- (1) The Client shall be under an obligation to:
 - (a) Notify Ryland immediately on becoming aware of any unauthorised use of any of the Services or of the possibility of any such use;
 - (b) Not use the Services or allow them to be used for any unlawful purpose or for the publication, issue, storage, sharing or display of or linking to any material which:
 - (i) is obscene, pornographic, threatening, malicious, harmful, abusive or defamatory;
 - (ii) breaches the rights including Intellectual Property Rights of any third party;
 - (iii) is, encourages, promotes, facilitates or aids a criminal act or acts in any way;
 - (iv) contains any virus, worm, trojan horse or any other harmful code; or
 - (v) is unlawful under English law or the law of the Client's country of residence or the law of any place where the results of such purpose or the material in question can be accessed.
 - (c) Not use the Services or allow them to be used for the publication, issue or display of or linking to any material which in the absolute discretion of Ryland may harm Ryland or its clients or bring Ryland into disrepute;
 - (d) Not use the Services or allow them to be used in any way which is reasonably deemed by Ryland to be a breach of good Netiquette practices;
 - (e) Not provide any technical or other information obtained under or as a result of this Agreement about Ryland or the services of Ryland to any person other than an employee of Ryland;
 - (f) Not refer to any internet web site hosted by Ryland or to any e-mail address or domain name hosted by or purchased through Ryland in any communication or other material which is unlawful or breaches good Netiquette practices;
 - (g) Use best endeavours to ensure that all material or data transmitted to Ryland or transmitted using any of Ryland's hardware or Services is free from viruses and other harmful code;
 - (h) Comply with any security policy or security instructions regarding the Services as may be notified to the Client from time to time by Ryland;
 - (i) Ensure that all passwords and usernames provided by Ryland or chosen by the Client are at all times kept confidential, are used properly and are not disclosed to any other party. In the event that any such information is or may have been disclosed the Client must notify Ryland immediately. Failure to do so will be grounds for Ryland in its absolute discretion to withdraw all Services with no refund of Fees.
 - (j) Ensure that all passwords chosen by the Client are secure, consisting of at least 8 characters and containing at least one lower case letter, one upper case letter and one number or symbol, and not consisting solely of a dictionary word;
 - (k) Be entirely liable for all activities conducted and all charges incurred under its usernames and passwords with or without the Client's knowledge or consent, unless such use arises solely as a direct result of a failure by Ryland to keep such usernames or passwords confidential.
 - (l) Not attempt to access any information or data owned by or regarding any other of Ryland's clients;
 - (m) Not attempt to access any part of Ryland's systems except such parts that Ryland expressly gives the Client access to pursuant to the Agreement.
 - (n) Ensure that all details provided to Ryland are at all times true, current, accurate and complete. The Client shall promptly notify Ryland of any change to such details and Ryland shall not be liable for any

loss suffered or incurred by the Client as a direct or indirect result of failure by the Client to notify Ryland of such changes.

- (2) The Client acknowledges that it has sufficient knowledge of the Internet, the systems, products and services provided to it pursuant to the Agreement, and what uses and content are and are not acceptable (including a good knowledge of Netiquette) in order to ensure compliance with every clause of the Agreement. Lack of knowledge of such things shall not alter the standard of care required of the Client or affect what constitutes a breach of such standard of care or be a defence to any breach of the Agreement and shall not affect liability for breach in any way.
- (3) The Client acknowledges that Ryland shall be under no obligation whatsoever to:
 - (a) Train the Client to use the Services or any related products, services or systems;
 - (b) Manipulate any Client Materials;
 - (c) Validate or vet any Client Materials for usability, legality, content or correctness.

13. Confidential Information

- (1) Subject to clause 13(2) below each party must (unless otherwise required by law)
 - (a) Keep confidential all information obtained from the other (the "Disclosing Party") under or in connection to the Agreement ("Information");
 - (b) Not disclose any Information to any third party without the prior written consent of the other party other than to such persons and to such extent as may be strictly necessary for the performance of the Agreement;
 - (c) Not use any Information otherwise than for the purposes of the Agreement;
 - (d) Delete, destroy or return to the Disclosing Party any Information (or copies thereof) upon the Disclosing Party's request.
- (2) The provisions of clause 13(1) do not apply to Information which:
 - (a) Is or becomes public knowledge (other than by a breach of this clause); or
 - (b) Was in the possession of the party concerned without restriction as to its disclosure before receiving it from the Disclosing Party;
- (3) The provisions of clause 13(1) do not apply to disclosures of Information for a proper purpose to a public authority, any regulatory body or a court of law in legal proceedings or to its senior management, auditors, bankers, lawyers or other professional advisers.
- (4) The provisions of this clause 13 will continue to apply notwithstanding termination of the Agreement;

14. Intellectual Property

- (1) The Client acknowledges that no Intellectual Property Rights owned, created or acquired by Ryland are transferred to the Client unless a separate written assignment document is signed by both parties;
- (2) The Client acknowledges that no Intellectual Property Rights in any third party software are granted to the Client under this Agreement;
- (3) The Client acknowledges and agrees that it will not own or acquire ownership of any Intellectual Property Rights in or relating to the Services provided under the Agreement or in or relating to any hardware, software or other information, data or material relating to the provision of such Services.
- (4) The Client will indemnify and keep Ryland indemnified from and against all costs (including but not limited to the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, legal costs (on a full indemnity basis) and judgments which Ryland incurs or suffers as a consequence of infringement of any Intellectual Property Right of any third party arising directly or indirectly from:
 - (a) The use by Ryland in the course of the provision of Services of information or specifications supplied by the Client;
 - (b) The Client's failure to procure all necessary rights from third parties which are from time to time required in order for Ryland legally to provide the Services; or
 - (c) The use by Ryland in the course of the provision of Services of Client Materials.

15. Payment Terms

- (1) Any payment terms included in the Order Confirmation shall constitute part of the payment terms of the Agreement;
- (2) Subject to any express terms of the Order Confirmation, the following shall also apply:
 - (a) Fees payable monthly or yearly shall be payable in advance and shall not be refundable in whole or in part if the Agreement or relevant part is terminated by either party during the period to which the payment relates;
 - (b) Any setup fees shall be payable immediately and before Ryland commences provision of the Services;
 - (c) Additional Fees may at Ryland's absolute discretion become payable if any usage limits set by Ryland are exceeded by the Client or with respect to the Client's account or accounts;
 - (d) Any sums stated in the Order Confirmation are (unless stated in the Order Confirmation to be fixed and final Fees) an estimate of Fees only and not a fixed price quotation;
 - (e) Any Fees stated as payable by the Client are (unless expressly stated otherwise) exclusive of Value Added Tax which will be payable by the Client in addition to the Fees stated;
 - (f) The Client agrees to pay Ryland's invoices before the invoice due date as specified on the invoice. The invoice due date will generally be 30 days from the invoice date. If invoices are not settled in full by that date the Client will (without prejudice to Ryland's other rights and remedies including but not limited to the right to suspend the provision of Services) be liable to pay interest on any sum outstanding at the monthly rate of 2% accruing on a daily basis from the relevant invoice due date until full payment is made;
 - (g) All Fees must be paid in full to Ryland with no set-off or deduction. Any refund or amount payable by Ryland to the Client will be made separately by Ryland once the Fees have been paid;
 - (h) Without prejudice to any other of its rights or remedies Ryland shall be entitled to remove all Client Materials from its systems if any amount due under the Agreement is not paid within 21 days of the relevant invoice due date. In such circumstances Ryland shall not be under any obligation to backup such data or return such data to the Client whether or not the amount due is later paid.

16. Force Majeure

- (1) Force Majeure is defined as circumstances beyond the reasonable control of either party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil disorder, fire, network failure, systems faults, explosion, flood, epidemic, strikes and other industrial disputes, restraints or delays affecting

shipping or carriers, inability or delay in obtaining supplies of adequate or suitable material and currency restrictions;

- (2) Neither party is under any liability to the other party in respect of anything which, apart from this provision, may constitute a breach of the Agreement and which arises by reason of Force Majeure.

17. Term of Agreement and Termination

- (1) The Agreement is applicable for the duration of the provision of Services as set out in the Order Confirmation;
- (2) The Agreement shall automatically renew at the end of each period for a further period of the same length. For example, if the Agreement is initially for one year, it shall automatically renew at the end of that year for a further year at the same yearly rate;
- (3) Should the Client not wish for the Agreement to be renewed, the Client must inform Ryland in writing before the renewal date that the Client does not wish the Agreement to be renewed;
- (4) Notwithstanding clause 17(1) the Agreement shall apply to any matters related to the provision of Services within the period of Service provision set out in the Order Confirmation whenever such matters may arise;
- (5) Any violation of this Agreement by the Client shall entitle Ryland to terminate this Agreement at Ryland's option without liability by giving notice to the Client;
- (6) Should the Client violate any part of this Agreement and should Ryland choose not to terminate in accordance with clause 17(3) this shall not prevent Ryland from claiming damages for the breach of this Agreement by the Client;
- (7) The Agreement may be terminated at any time by either party by giving notice of 30 days to the other party in accordance with clause 18;
- (8) Upon termination of the Agreement by either party for any reason, the Client must forthwith cease to use the Services and systems of Ryland.

18. Notice

- (1) The 'postal rule' is declared not to apply to any notices given under the Agreement;
- (2) For the avoidance of doubt any notice given by one party to the other (recipient) party must in fact be communicated to that party;
- (3) Where Ryland can establish delivery of notice to the postal address at that time held by Ryland for the Client, such notice will be deemed to have been communicated to the Client for the purposes of the Agreement. The time of communication shall be deemed to be the time of actual delivery if during business hours or if otherwise then the commencement of business hours the next working day;
- (4) Where the Client can prove delivery of notice to the postal address at that time displayed on the website of Ryland (<http://www.ryltech.net>), such notice will be deemed to have been communicated to Ryland for the purposes of the Agreement. The time of communication shall be deemed to be the time of actual delivery if in business hours or if otherwise then the commencement of business hours the next working day.

19. Assignment and Subcontracting

- (1) The Client may not assign or delegate the benefit or burden of the Agreement nor sub-license any of its rights under the Agreement without the prior express written consent of Ryland. Any consent provided by Ryland under this clause is given (and can only be given) on condition that the assignee or licensee agrees to comply with the terms of the Agreement as if they were the Client;
- (2) Ryland may sub-contract or assign any or all of its rights and obligations under the Agreement.

20. Choice of Law

- (1) This Agreement was concluded in England;
- (2) This Agreement is governed exclusively by English law;
- (3) Any disputes whatsoever relating to this Agreement shall be decided according to English law;
- (4) This Agreement shall be subject to the exclusive jurisdiction of the English courts.

21. Whole Agreement

- (1) This document along with the relevant Order Confirmation contains the entire agreement between the parties hereto and supercedes all prior or contemporaneous understandings and agreements relating to the subject matter of this Agreement whether oral or in writing. There are no provisions, representations, undertakings, agreements or collateral agreements other than as set out in this document and the Order Confirmation.
- (2) No addition, deletion or modification to the Agreement may be made other than in writing signed and dated by both parties;

22. Severability

- (1) Should any provision of this Agreement or part thereof be or become inconsistent with or invalid or unenforceable under any applicable law such provision shall be construed as limited to the minimum extent necessary in order to be consistent with and fully enforceable under the relevant law. Such inconsistency, invalidity, unenforceability or limitation shall not affect in any way the validity or effect of the remainder of that provision or of any other provision of this Agreement.

23. Conclusion

- (1) By ordering Services from Ryland Technology Ltd the Client agrees to these Terms and Conditions in their entirety and without modification.