SERVICE AND DATA PROTECTION AGREEMENT

BETWEEN:

(1)   **NETWORK DISTRIBUTION (JERSEY) LIMITED**, whose registered office is at 2 La Chasse St Helier Jersey JE2 4UE (the "**Service Provider**") and who trades as Webreality; and

(2)   Each client of Webreality (the "**Customer**")

(together the "**Parties**").

1.   SCOPE

1.1.   This Service and Data Protection Agreement ("**Agreement**") applies to the purchase from Webreality and its affiliates (collectively, "**NETWORK DISTRIBUTION (JERSEY) LIMITED**", ("**ND(J)L**") of all services (collectively, the "**Services**")) selected by Customer. Hereinafter, uses of "you" and "your" refer to Customer and "we", "us", "our" refer to NETWORK DISTRIBUTION (JERSEY) LIMITED. The Services may include but are not limited to online strategy consultancy services, web site hosting and support services, web site production services, and custom web development services (collectively, the "**Web Services**") and email marketing services, pay-per click advertising services, search engine optimisation services and content marketing services (collectively, the "**Marketing Services**") and domain registration and renewal services (collectively, the "**Domain Services**").

2.   DEFINITIONS

"**AL**"	means the Data Protection Authority (Jersey) Law 2018;
"**AUP**"	means ND(J)L's Acceptable Use Policy as set out at Appendix 1 of this Agreement;
"**Customer**"	means party to the Agreement that received the Services;
"**Data Controller**"	means the natural or legal person that determines the purposes and means of the processing of Personal Data;
"**DPIA**"	means data protection impact assessment;
"**Data Processor**"	means the natural or legal person that processes Personal Data on behalf of the controller but does not include an employee of the controller;

"Data Protection Laws"	means the AL, DPL, GDPR and any other law and/or regulation applicable to the Processing of Personal Data under the Agreement;
"Data Subject"	means the individual whom the Personal Data is about;
"DPJL"	means the Data Protection (Jersey) Law 2018;
"GDPR"	means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
"Indemnified Parties"	means directors, officers, employees, and agents of ND(J)L;
"Instruction"	means the written, documented instruction as set out at Appendix 2, issued by Data Controller to the Data Processor, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available) and for the purposes of carrying out the Services;
"ND(J)L Intellectual Property"	means all ND(J)L technology, including (but not limited to) the software that is part of or provided with the Services and any trademarks or service marks of ND(J)L;
"ND(J)L Network"	means ND(J)L's host computers, network hubs and points of presence;
"Personal Data"	means information relation to an identified or identifiable, natural, living person who can be identified directly or indirectly from the information provided by the Customer;
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
"Process" or **"Processing"**	means any operation or set of operations that is performed on Personal Data or on sets of personal data whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
"Services"	means the Services selected by the Processor and as set out in Appendix 2 to this Agreement;

"Sub-processor"	means any third party service provider engaged by ND(J)L that processes Personal Data under this Agreement for the provision of Services.

3.   DURATION & CANCELLATION

3.1.   DURATION - WEB SERVICES

Unless otherwise agreed in writing between Customer and ND(J)L, this Agreement shall be for an Initial Term of twelve months. This Agreement will be automatically renewed, at the end of the Initial Term, on a month-to-month basis unless either party provides thirty (30) days written notice to the other of termination of this Agreement prior to the end of the then current term. The Initial Term and all month-to-month extensions thereof are collectively referred to herein as the **"Term of this Agreement"**.

3.3.   DURATION - MARKETING SERVICES

Unless otherwise agreed in writing between Customer and ND(J)L, this Agreement shall be for an Initial Term of three months. This Agreement will be automatically renewed, at the end of the Initial Term, on a month-to-month basis unless either party provides thirty (30) days written notice to the other of termination of this Agreement prior to the end of the then current term. The Initial Term and all month-to-month extensions thereof are collectively referred to herein as the "**Term of this Agreement**".

3.4.   CANCELLATION – ALL SERVICES

In order to terminate before the end of the applicable Initial Term, Customer's authorised person shall notify ND(J)L of such request to do so. ND(J)L, in its sole discretion, will assess whether any amounts still due in the Initial Term shall be cancelled. ND(J)L shall not be liable for unauthorised termination of an Initial Term. Any termination by ND(J)L or Customer during or after the Initial Term shall not relieve Customer of any obligations to pay fees incurred and accrued prior to such termination. Where a standing order is in force in payment for a service which is cancelled by either party in accordance with the terms of this paragraph, it will be Customer's responsibility to cancel the applicable standing order. In the event that Customer fails to cancel any such standing order in good time to prevent an overpayment to ND(J)L, ND(J)L reserves the right, at its sole discretion, to make an administration charge of 10% of the value of any such overpayment when processing any resultant refund.

4.   BILLING AND PAYMENT

4.1.   PRICING

During the term of this Agreement, Customer shall pay the fees for the Services that are set forth on the Purchase Order Form. Such fees may include taxes, fees or assessments by governmental agencies and ND(J)L shall have the right, at any time, to pass through and invoice to Customer any new or increased taxes, fees, assessments or other charges imposed on or required to be collected by ND(J)L by any governmental agency.

4.2.   TERMS OF PAYMENT

Invoices are due and payable upon receipt. All payments shall be made in British Pounds, in advance of the provision of Services or as otherwise agreed between ND(J)L and Customer. Monthly fee payments shall be made by standing order unless expressly otherwise agreed in writing between ND(J)L and Customer.

4.3.   SERVICE CONTINUATION AFTER INITIAL TERM

The fees set forth in the Purchase Order Form are guaranteed during the Initial Term of this Agreement. If Customer continues to receive the Services after the Initial Term without entering into a new agreement or agreement extension, the fees charged after the Initial Term shall be at the then standard ND(J)L rates for such services, unless expressly otherwise agreed in writing between ND(J)L and Customer, determined month to month. ND(J)L reserves the right to review its fees and charges at any time without notice.

4.4.   SERVICE CHARGE

Customer will be liable to pay a late payment charge equal to 1.5% (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the date upon which payment is due.

4.5.   SUSPENSION OR INTERRUPTION OF SERVICE FOR NON-PAYMENT

In the event Customer's account becomes past due, or is otherwise deemed insecure, ND(J)L may, in its sole discretion, suspend, interrupt or disconnect the Services. In the event of such suspension, interruption or disconnection, Customer may be required to post a deposit or such other security, as ND(J)L deems necessary in order to resume receiving the Services. In addition, if ND(J)L in its sole discretion, deems Customer to be financially insecure, ND(J)L may require such other action of Customer, including

letters of credit, security deposit(s), restrictions on available credit or other action as ND(J)L may require from time to time regardless of Customer's then-current status or payment history. Failure to satisfy ND(J)L's request for such action within timelines set by ND(J)L may result in immediate termination of service without further notice.

4.6.   PRE-PAID BANK OF HOURS

Pre-paid Bank of Hours services are provided at standard hourly rates and must be pre-paid in blocks of no less than 10 hours at a time. Customer will receive a monthly statement detailing activity for the period and the month-end balance of hours. Pre-paid Bank of Hours services terminate when all the hours of the Bank of Hours have been used. A notice will sent to Customer when seventy-five percent (75%) of the purchased hours have been consumed, providing sufficient time for Customer to purchase additional hours as may be required without any interruption of service. Unused hours expire 12 months after date of purchase (taken from date of Purchase Order Form signed by Customer).

5.   ACCEPTABLE USES

5.1.   Customer shall at all times adhere to the AUP contained herein at **Appendix 1**, as amended from time to time by ND(J)L effective upon posting of the revised policy. Notwithstanding anything to the contrary contained herein, ND(J)L may immediately take corrective action, including disconnection or discontinuance of any and all Services, or terminate this Agreement in the event of notice of possible violation by Customer of the AUP. In the event ND(J)L takes corrective action due to a violation of the AUP, ND(J)L shall not refund to Customer any fees paid in advance of such corrective action.

6.   IP ADDRESS OWNERSHIP

6.1.   ND(J)L shall maintain and control ownership of all IP numbers and addresses that may be assigned to Customer by ND(J)L and ND(J)L reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

7.   EVOLVING INFRASTRUCTURE

7.1.   ND(J)L reserves the right to modify its network and facilities used to provide the Services for purposes including but not limited to accommodating evolving technology and increased network demand, and providing enhanced services. ND(J)L shall use

reasonable efforts to notify Customer of any planned changes to ND(J)L's network or facilities that may adversely affect the Services provided hereunder.

8. CACHING

8.1.   Customer expressly (i) grants to ND(J)L a license to cache the entirety of Customer's Web Site or Web Application, including content supplied by third parties, hosted by ND(J)L under this Agreement and (ii) agrees that such caching is not an infringement of any of Customer intellectual property rights or any third party's intellectual property rights.

9. BANDWIDTH AND/OR DISK USAGE

9.1.   Customer agrees that ND(J)L shall monitor the bandwidth and/or disk usage required for the operation of Customer's Web Site or Web Application. If bandwidth or disk usage in any given month exceeds 150% of the average monthly usage in the preceding three months, ND(J)L, in its sole discretion, may assess additional charges to be levied on Customer in consideration of the additional usage.

10. DISCLAIMER OF WARRANTY - WEB SERVICES AND MARKETING SERVICES

10.1.   Customer acknowledges and agrees that ND(J)L exercises no control over, and accepts no responsibility for, the content of the information passing through the ND(J)L Network or the Internet. Neither ND(J)L, its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors nor the like make any warranties of any kind, either expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose, or non-infringement for the services or any equipment ND(J)L provides. Neither ND(J)L, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warrant that the services will not be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of the services or as to the accuracy, reliability or content of any information services or merchandise contained in or provided through the services. ND(J)L is not liable for the content or loss of any data transferred either to or from customer or stored by customer or any of customer's clientele via the service(s) provided by ND(J)L.

11.   DATA PROTECTION

11.1.   Roles of the Parties

The Parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer is the Data Controller and ND(J)L is a Data Processor.

11.2.   Customer's Processing of Personal Data

The Customer agrees that: (i) it shall comply with its obligations as a Data Controller under the DPJL (or the laws of any other jurisdiction that may be applicable, including under the GDPR) in respect of the Processing of Personal Data and any Processing instructions it issues to ND(J)L; (ii) it has provided any notices and has (or will) obtain any consents necessary under the DPJL for ND(J)L to Process Personal Data and carry out its obligations pursuant to the Agreement.

11.3.   ND(J)L's Processing of Personal Data

ND(J)L shall, in its role as Data Processor, only Process Personal Data provided by the Customer for the purposes of providing the Services and (i) in accordance with the Customer's documented lawful instructions, as set out at **Appendix 2** of this Agreement; (ii) to perform the Services in accordance with this Agreement; (iii) to perform any steps necessary for the performance of this Agreement; and/or (iv) to comply with the reasonable instructions provided by the Customer (e.g. via email) provided such instructions are consistent with this Agreement and the Instructions. The Parties agree that the Instructions are the Customer's complete and final instruction to ND(J)L in relation to the Services. Any Processing required by the Customer that is outside the scope of the Instructions and this Agreement will require the prior written agreement of ND(J)L and the Customer (each acting reasonably), such agreement to include such further instructions for Processing as may be required by the Customer and any additional fees that shall be payable by the Customer to ND(J)L.

11.4.   ND(J)L's cooperation with the Customer

11.4.1.   Rectification, restriction, blocking, portability and erasure.

To the extent the Customer, in its use of the Services, does not have the ability to rectify, restrict, block, port or erase Personal Data as required by law, ND(J)L shall (at the Customer's expense) comply with any commercially reasonable request by the Customer to facilitate such requests to the extent that ND(J)L is legally obliged and permitted to do so.

11.4.2. Subject Access Requests

ND(J)L shall promptly notify the Customer if it receives a request from a Data Subject for access to, rectification, restriction, blocking, porting or erasure of that person's Personal Data. ND(J)L shall provide all reasonable assistance to the Customer in assisting the Customer fulfil its obligations under law but ND(J)L will not respond to any Data Subject directly without prior authorisation from the Customer. The responsibility for responding to any request from a Data Subject lies solely with the Customer.

11.4.3. Audit

ND(J)L shall permit the Customer and its agents and advisers, including its auditors to have effective access from time to time during business hours to any of its business premises and to access any books, records, data and accounts of the Customer and/or the ND(J)L held by ND(J)L in connection with the provision of the Services under this Agreement and shall procure that the officers and employees of ND(J)L provide such information and explanations as the Customer may reasonably require.

11.4.4. DPIA

To the extent ND(J)L is required under applicable laws, ND(J)L will (at the Customer's expense) provide reasonably requested information regarding ND(J)L's services to enable the Customer to carry out DPIAs and prior consultations with any data protection authorities as required by law.

11.5. Security measures and data breach response

11.5.1. ND(J)L will implement and maintain appropriate technical and organisational security measures to protect Personal Data from Security Breaches, to preserve the security, confidentiality and integrity of the Personal Data and to ensure that its Processing activities will meet the requirements of applicable Data Protection Laws (the **"Security Measures"**).

11.5.2. In assessing the appropriate level of security, the Parties shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

11.5.3. To the extent not prohibited under any law or enactment, ND(J)L will notify the Customer without undue delay in the event of any Personal Data Breach and will provide all assistance and information reasonably required by the Customer. ND(J)L

will use its reasonable endeavours to mitigate and, where possible, to remedy the effect of, any Security Breach in accordance with the Security Measures.

11.6.   Sub-Processors

11.6.1. ND(J)L shall not assign or novate, delegate or sub-contract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the Customer.

11.6.2. In the event that ND(J)L engages a subcontractor that has been approved by the Customer to carry out any of the Services or ND(J)L's obligations under this Agreement, ND(J)L shall, prior to any such arrangement taking effect, ensure that the subcontractor enters into a written agreement which imposes on the subcontractor obligations on the same terms to those imposed on ND(J)L under this Agreement.

11.6.3. Notwithstanding any permitted delegation of its functions by ND(J)L, ND(J)L shall remain fully liable to the Customer for the performance of the Services under this Agreement (including by sub-contractors or delegates) to the standards of the Service Levels and shall ensure that the level of services and systems and controls will not deteriorate.

11.7.   Transfer to Third Countries

11.7.1. ND(J)L will not transfer any Personal Data from Jersey to a third country or international organisation unless that third country or organisation ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. Such transfers will only be made with the express permission of the Data Controller and in accordance with Article 67(1) of the DPJL.

11.8.   Retention of data by ND(J)L

11.8.1. Following the expiration of this Agreement, ND(J)L shall delete and/or return to the Customer all Personal Data in its possession in accordance with the terms of the Agreement and save to the extent that ND(J)L is required by any law or enactment to retain some or all of the Personal Data (in which case, ND(J)L shall implement reasonable measure to isolate the Personal Data from any further processing).

12.   CONFIDENTIAL INFORMATION

12.1.   Each party acknowledges that, in the course of the performance of this Agreement, it may have access to customer information and communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property and trade secrets of the other party ("**Confidential Information**"). Except as provided in the AUP, each party agrees to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Upon request of either party or on termination or expiration of this Agreement, each party shall return the Confidential Information of the other party then in its possession. Nothing in this Agreement shall prohibit or limit either party's use of information which (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is rightfully in receiving party's possession, as evidenced by receiving party's records; (c) is disclosed to the receiving party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (d) is independently developed by the receiving party without any breach of this Agreement; (e) is the subject of a written permission to disclose provided by the disclosing party; or (f) is required by law to be disclosed.

12.2.   ND(J)L shall restrict access to Confidential Information to those individuals who have a genuine need of access to such in order to provide the Services and shall ensure that (i) any Sub-Processors are aware of, and comply with, the confidentiality obligations in this Agreement and (ii) sign a confidentiality undertaking in a form approved by the Customer prior to commencing any work in connection with this Agreement.

12.3.   Customer further agrees and acknowledges that ND(J)L may disclose Customer account information in accordance with ND(J)L's Acceptable Use Policy (AUP), located at http://www.webreality.co.uk/terms, as amended from time to time by ND(J)L effective upon posting of the revised policy at the URL.

13.   INDEMNIFICATION

13.1.   Customer will indemnify, save harmless, and defend all indemnified parties from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to the use of the Services by Customer, including any violation of the AUP. Such claims may include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or

prospective business relations, data protection, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

14.   LIMITATION OF LIABILITY

14.1.   In no event shall ND(J)L be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, suffered by customer or any third party, whether in an action in contract, tort or strict liability or other legal theory.

14.2.   In no event will ND(J)L's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual amount paid by Customer for the Service 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. Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations or exclusions may not apply to Customer. In such jurisdictions, ND(J)L's liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.

15.   FORCE MAJEURE

15.1.   ND(J)L shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, terrorist or other attack, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

16.   INTELLECTUAL PROPERTY

16.1.   Customer represents and warrants that Customer's use of the Services shall not infringe the intellectual property or other proprietary rights of ND(J)L or any third party. Customer further acknowledges that all right, title and interest in any ND(J)L Intellectual Property is vested in ND(J)L and/or in ND(J)L's licensors. Unless otherwise specifically provided in this Agreement, Customer shall have no right, title, claims or interest in or to the ND(J)L Intellectual Property. Customer may not copy, modify or translate the ND(J)L Intellectual Property or related documentation, or decompile,

disassemble or reverse engineer the ND(J)L Intellectual Property, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Unless otherwise specifically provided in this Agreement, Customer is not authorised to distribute or to authorise others to distribute the ND(J)L Intellectual Property in any manner without the prior written consent of ND(J)L; provided, however, that nothing in this sentence would preclude Customer from using the ND(J)L Intellectual Property as incorporated in the Services. This paragraph shall not operate to extinguish, restrict, vary, waive or affect in any manner whatsoever any right, title or interest which Customer may now have or hereafter acquires in, or in relation to, the third-party software that is part of or provided with the Services solely to the extent such third-party licensors publicly provide such rights, title or interest in the third-party software to Customer.

17. GOVERNING LAW

17.1. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Bailiwick of Jersey and the Parties submit to exclusive jurisdiction of the Royal Court of Jersey.

18. ENFORCEMENT OF AGREEMENT

18.1. In the event it is necessary for ND(J)L to enforce its rights under this Agreement, Customer agrees to pay all fees incurred by ND(J)L (including, but not limited to, attorney's fees and collection agency fees).

19. AMENDMENT

19.1. This Agreement may be amended at any time by ND(J)L.

20. ASSIGNMENT AND SEVERABILITY

20.1. This Agreement shall be binding upon and inure to the benefit of Customer, ND(J)L and their respective successors, and assigns. Customer may not assign this Agreement without the prior written consent of ND(J)L, which consent will not be unreasonably withheld. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

21.   NOTICES

21.1.   All notices to Customer hereunder shall be given at the Billing Address provided on the signature page hereto. All notices to ND(J)L hereunder shall be given to:

Webreality
Pirouet House
Union Street
St Helier
JERSEY JE2 3RF

22.   Any notice hereunder shall be in writing and shall be given by registered, certified or Express mail, or reliable overnight courier addressed to the addresses in this Agreement, or by facsimile. Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid.

23.   ENTIRE AGREEMENT

23.1.   This Agreement, and any other document or agreements specifically identified in this Agreement, supersedes all previous representations, understandings or agreements.

24.   ACCEPTANCE OF SERVICES

24.1.   Acceptance of this Agreement by ND(J)L may be subject, in ND(J)L's absolute discretion, to satisfactory completion of a credit check and continued credit worthiness of Customer. Activation of service shall indicate ND(J)L's acceptance of this Agreement. Use of the ND(J)L network constitutes acceptance of this Agreement. Customer represents and warrants that Customer has full authority and right to enter into this Agreement. Customer further represents and warrants that Customer is at least 18 years of age.

APPENDIX 1

ND(J)L ACCEPTABLE USE POLICY (AUP) AND
DOMAIN SERVICES POLICY

1.   AUP

1.1.   PURPOSE

As a provider of web site hosting, and other Internet-related services, ND(J)L offers Customer, and Customer's customers and users, the means to acquire and disseminate public, private, commercial, and non-commercial information. ND(J)L respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, ND(J)L reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, ND(J)L has developed an AUP, which is intended as a guide to Customer's rights and obligations when utilising ND(J)L's services. This AUP will be revised from time to time. Customer's use of ND(J)L's services after changes to this AUP are posted on ND(J)L's web site, www.webreality.co.uk, will constitute Customer's acceptance of any new or additional terms of the AUP that result from those changes. One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. Because ND(J)L cannot monitor or censor the Internet, and will not attempt to do so, ND(J)L cannot accept any responsibility for injury to Customer that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When Customer disseminates information through the Internet, it also must keep in mind that ND(J)L does not review, edit, censor, or take responsibility for any information Customer may create. When Customer places information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over ND(J)L's network and may reach a large number of people, Customer's postings to the Internet may harm ND(J)L's goodwill, business reputation, and operations. For these reasons, Customers violate ND(J)L policy and the Agreement when they, their customers, affiliates, or subsidiaries engage in the prohibited activities cited in subsequent paragraphs in this Section 2.

1.2.   SPAMMING

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). When a complaint is received, ND(J)L has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

1.3.   INTELLECTUAL PROPERTY VIOLATIONS

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. ND(J)L is required by law to remove or block access to Customer's content upon receipt of a proper notice of copyright infringement. It is also ND(J)L's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

1.4.   OBSCENE SPEECH OR MATERIALS

Using ND(J)L's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. ND(J)L is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through ND(J)L's network.

1.5.   DEFAMATORY OR ABUSIVE LANGUAGE

Using ND(J)L's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

1.6.   FORGING OF HEADERS

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

1.7.   ILLEGAL OR UNAUTHORISED ACCESS TO OTHER COMPUTERS OR NETWORKS

Accessing illegally or without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

1.8.   DISTRIBUTION OF INTERNET VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE ACTIVITIES

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks.

Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

1.9.   FACILITATING A VIOLATION OF THIS AUP

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

1.10.   FORUMS, SOCIAL MEDIA WEB SITES

ND(J)L reserves the right not to accept postings from third party web sites where we have actual knowledge that the content of the web site violates the AUP.

1.11.   OTHER ILLEGAL ACTIVITIES

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

1.12.   OTHER ACTIVITIES

Engaging in activities, whether lawful or unlawful, that ND(J)L determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

1.13.   REMEDIES

ND(J)L will not, as an ordinary practice, monitor the communications of its customers to ensure that they comply with ND(J)L policy or applicable law. When ND(J)L becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate. ND(J)L requires that Customer will cooperate with ND(J)L in any corrective or preventive action that ND(J)L deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of ND(J)L policy.

1.14.   SECURITY OF COMMUNICATIONS

In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, ND(J)L urges Customer to assume that all of their on-line communications are insecure.

ND(J)L cannot take any responsibility for the security of information transmitted over ND(J)L's facilities.

1.15. MONITORING OF ACTIVITY

ND(J)L will not intentionally monitor private electronic mail messages sent or received by its customers unless required to do so by law, governmental authority, or when public safety is at stake. ND(J)L may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, ND(J)L may disclose information, including but not limited to, information concerning a customer, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. ND(J)L assumes no obligation to inform Customer that Customer's information has been provided and in some cases may be prohibited by law from giving such notice. ND(J)L may disclose subscriber information or information transmitted over its network where necessary to protect ND(J)L and others from harm, or where such disclosure is necessary to the proper operation of the system.

1.16. INDEMNITY

In accepting the Agreement, Customer indemnifies ND(J)L for any violation of the service agreement, law, or ND(J)L policy that results in loss to ND(J)L or the bringing of any claim against ND(J)L by any third-party. This means that if ND(J)L is sued because of Customer's activity, or because of the activity of a customer of Customer, Customer will pay any damages awarded against ND(J)L, plus costs and reasonable legal fees.

1.17. COMPLAINTS

Any complaints about a Webreality customer's violation of this AUP should be sent to support@webreality.co.uk.

2. DOMAIN SERVICES POLICY

2.1. INTRODUCTION

By selecting ND(J)L's Domain Service you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional ND(J)L service(s) or to modify or cancel your ND(J)L service(s) (even if we were not notified of such authorisation), this Agreement covers any such service or actions.

2.2.   ACCURATE INFORMATION

As consideration for the Domain Service, you agree to: (1) provide certain current, complete and accurate information about you as required by the application process; and (2) maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services.

2.3.   DOMAIN NAME DISPUTES

You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

2.4.   AGENTS

You agree that, if your agent (eg a lawyer, employee, etc) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorised actions of your agent. By acting on your behalf, your agent certifies that he or she is authorised to apply for our services on your behalf, that he or she is authorised to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, or if your agent incorrectly provides information in the application or renewal process.

2.5.   INDEMNITY

You agree to release, indemnify, and hold ND(J)L and our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all

liabilities, claims, damages, costs and expenses, including reasonable legal fees and expenses, of third parties relating to or arising under this Agreement, the Domain Services provided hereunder or your use of the Domain Services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. If we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. By registering a domain name you agree to keep ND(J)L and its directors fully and effectively indemnified at all times and indemnify ND(J)L and its directors accordingly against all costs, claims, liabilities actions and expenses arising directly or indirectly through your choice and use of the domain name or by any breach by you of your obligations contained herein.

2.6.   BREACH

You agree that your failure to abide by any provision of this Agreement, any ND(J)L operating rule or policy, the dispute policy, or your wilful provision of inaccurate or unreliable information as part of the application process, or your failure to respond for over fifteen (15) calendar days to enquiries from us concerning the accuracy of the contact details associated with your domain name registration, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other ND(J)L service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

2.7.   NO GUARANTEE

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

2.8.   REPRESENTATIONS AND WARRANTIES

You agree and warrant that: (i) the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply

for other ND(J)L service(s) is, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, and (iv) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis. We do not and will not determine the legality of your domain name and do not otherwise evaluate whether your domain name, if used as a trademark or service mark, infringes upon the rights of others. You agree to use your domain name only as a web address and not as a trademark or service mark. We do not have any duty to investigate or search the legal availability of any name that may be used by you as your domain name. You agree that we have the unilateral right to suspend or terminate your use of your domain name at any time if we are presented with claims by third parties that are, in our sole judgment, supported by any evidence that your use of your domain name infringes upon the rights of others.

2.9.   RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register your chosen domain name. In the event we do not register your domain name agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register.

21 May 2018

Pirouet House
Union Street
St Helier
Jersey JE2 3RF

APPENDIX 2

Instructions provided by the Customer to ND(J)L

1.   In accordance with Article 19 of the DPJL, the following records the agreement between the Parties as to the basis upon which the Services shall be provided:

2.   Data Controller's Instructions

2.1.   For the Services, ND(J)L will only act upon the Data Controller's written instructions as set out in the Customer's initial purchase order, and any related Webreality proposal documentation, and in emails or other written communications from time to time.

3.   The subject matter of the Processing

3.1.   ND(J)L will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Instructions, and as further instructed by the Customer in its use of the Services. Such Services may include, but not be limited to, web hosting, web development and digital marketing services.

4.   The nature and purpose of the Processing

4.1.   ND(J)L will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Instructions, and as further instructed by the Customer in its use of the Services.

5.   Categories of data subject

5.1.   The Customer may provide Personal Data to ND(J)L, the extent of which is determined and controller by the Customer in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

5.1.1.   Customers, potential customers, business partners, vendors and subcontractors of the Customer (who are natural persons);

5.1.2.   Employees or contact persons of the Customer's customers, potential customers, business partners, vendors and subcontractors;

5.1.3.   Employees, agents, advisors, contractors and freelancers of the Customer (who are natural persons).

6.   Types of Personal Data

6.1.   The Customer may provide Personal Data to ND(J)L, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to, the following categories of Personal Data:

6.1.1.   First, last and other names

6.1.2.   Title

6.1.3.   Position/rank

6.1.4.   Employer

6.1.5.   Contact information (company, email, phone, physical business and/or home address)

6.1.6.   ID data

6.1.7.   Professional life data

6.1.8.   Professional skills information

6.1.9.   Health and medical information

7.   Duration of the Processing

7.1.   ND(J)L will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.