

INTRODUCTION

The below terms and conditions form the basis of your relationship with DSMS STRADBALLY TRADING UK LTD T/A WEBHERO. They supersede all communication between us and you the client whether verbal or in writing.

To summarize our offering:

- WebHero provides a fully managed service for our clients.
- If your website is a new website, we will provide you with a full copywriting service for 7 pages.
- If your website is an existing website, we will migrate this website to our platform. We will require full access & logins to be able to complete this in a timely manner.
- In all cases, webhero will be responsible for the hosting & SSL certification of your website and this is included in our ongoing fee.
- WebHero will look after any domain registration & renewal fees.
- Our monthly fee also includes 2 hours of work by us on your website. Additional work can be priced if you do not wish to spread this out over several months.
- Our term of contract for existing websites migrated to WebHero is 6 months. For new websites, it is 18 months.

Please see below for a verbose edition of our terms and conditions and get in touch if you have any questions whatsoever.

1. DEFINITIONS

1.1 In these terms & conditions, the following words and expressions shall have the following meanings:

(i) The Agreement means this Agreement, and any annex relating to any specific service(s) between DSMS STRADBALLY TRADING UK LTD T/A WEBHERO and the Client;

(ii) The Service(s) means domain services, website services and/or other services provided by DSMS STRADBALLY TRADING UK LTD T/A WEBHERO;

(iii) DSMS STRADBALLY TRADING UK LTD T/A WEBHERO, we, our or us means DSMS STRADBALLY TRADING UK LTD T/A WEBHERO and our trading name WebHero, whose registered office is at Office 1A, Howley Sq, Main Street, Oranmore, Galway, Ireland. CRO: 654405;

(iv) The Client, you, or your means you, the counter signatory to this Agreement;

(v) Price List means our Price List for the time being in force and incorporating any changes in payments or services from time to time. Our current Price List is available on demand.

(vi) Charges means without limitation the Service Charge and any other applicable Charges as outlined in our Price List.

(vii) AUP means an Acceptable Use Policy

(ix) IPS TAG means an IPS TAG used by Domain Name authorities to identify the registration agent.

(x) Domain Name means an internet domain name.

(xi) Trial Period means a period of use of Services which may be offered and is without charge. (xii)

Administration Tool means the proprietary facility provided by us for the updating of a website.

(xiii) Template or Design Template means the creative website design provided as part of our website service excluding the content added by a client.

(xiv) TLD means Top Level Domain referring to the .com, .org, .uk or other suffix of a Domain Name.

(xv) SPAM means unsolicited commercial email sent without consent.

2. PAYMENT & TERM

2.1 Any Agreement shall commence on the date of our acceptance of the Service Agreement or signup submitted by you, and shall be paid on a monthly, quarterly or annual basis unless and until terminated by either party by providing 30 days written notice.

2.2 All Charges are due in advance (whether disputed or not) and payable by standing order or from a Irish bank account or credit/debit card. We reserve the right to suspend your service in the event of non-payment for any overdue invoice.

2.3 If Our direct debit collections fail repeatedly due to insufficient funds in Your bank account, We may apply a reasonable administration charge no more than €20 in line with our upstream providers levy on us. In the event of a chargeback by you we reserve the right to levy a similar fee.

2.4 You acknowledge responsibility for informing us of all billing & email address changes and any changes relating to your ability to be contacted.

3. PROVISION OF SERVICES

3.1 GENERAL

3.1.1 We will provide the Service to you in accordance with the provisions of this Agreement upon a Service Agreement having been agreed by you when signing up online. 3.1.2 We will endeavour to provide the Service in a timely manner but (in particular where we are dependent on another operator to provide the Service and/or due to technical reasons) cannot guarantee to do so, and we will have no liability for any failure to meet such date. Such examples relate to domain registration/transfer issues as a result of 3rd parties. 3.1.3 We do not provide a Service Level Agreement (SLA) on uptime unless where specified within these terms and conditions for specialised services.

3.1.4 We shall provide the Service using all reasonable care and skill subject to payment by you of all amounts payable hereunder on the dates specified herein or on the Application.

3.1.5 You shall do all things and provide all such information as is reasonably required by us to provide the Services in accordance with these Terms and Conditions.

3.1.6 You acknowledge that in the event you fail to remit payment or fail to instruct us not to renew the Service, we reserve the right to renew the Domain Name or any associated

Domain Names under our own IPS tag and reserve the right to change the Admin, Technical and Billing contacts to a DSMS STRADBALLY TRADING UK LTD T/A WEBHERO representative and that we will, at that point, become the rightful owner of the Domain Name.

3.1.7 During the website creation process, the WebHero team will create a draft of a website for you based on the specification provide by you to us. Once we proceed with a first round of revisions OR the initial draft of the website is accepted by you, no refund will apply. A refund for our standard design service will apply only if our first draft is not to your liking / specification and you request to cease further work on the website. For all website design, we include 3 rounds of revisions for the core design and the body of work carried out by our team for the initial design will not exceed 20 hours in total.

3.1.8 During the website creation and drafting process, we will continue to charge our monthly service fee. If you delay in providing our design team with feedback, charges will accrue regardless and will be non-refundable. The USP of WebHero is to provide prompt, cost effective web design services for Irish businesses and we require your cooperation to facilitate a successful website build. It is expected that you will provide feedback to the design team within 1 working week of each email requesting feedback.

3.2 DOMAIN SERVICES

3.2.1 We will automatically provide you at no charge with an internet address enabling full access to your website. Additional domain names are available at additional costs. 3.2.2 On payment of the appropriate fee by you we shall apply for registration of the Domain Name requested by you on the Service Agreement.

3.2.3 The registration of the Domain Name shall, at all times, be subject to the terms and conditions from time to time in force of the relevant naming authority or registration agent which terms and conditions are hereby included into these Terms and Conditions. The terms and conditions of the naming authority can be viewed online at the following URL:

3.2.3.1 For UK TLD's (.co.uk, etc.): <http://www.nic.uk/ref/terms.html>. For IE domains please see: <https://www.weare.ie/uploads/Registrant-Terms-and-Conditions-IEDR.ie-May-2018.pdf>

3.2.4 You agree and acknowledge that we shall not be liable in any way for any acts, omissions, or errors of the naming authority or registration agent in relation to the registration (or non-registration, as the case may be) of the Domain Name.

3.2.5 In the event that the Domain Name requested by you is unavailable, we will offer you an alternative Domain Name and upon your approval, we shall register that alternative Domain Name in accordance with the provisions of this Clause.

3.2.6 At your request we shall host an Existing Domain Name owned by you (the "Existing Domain Name") always provided that you shall be solely responsible for the transfer of the Existing Domain Name to our server on or after the receipt of the Service Agreement and for any fees payable to any third party in relation to such transfer. In order to effect the transfer, you shall request your current ISP or any other relevant third party:

3.2.6.1 in the case of UK TLD's to modify the IPS Tag as required by us; and

3.2.6.2 in the case of international TLD's or IE domains, to provide the authorisation code and change

WHOIS details as per our instructions.

3.2.7 You warrant that the Domain Name does not infringe any intellectual property rights of any third party, including but not limited to trade marks registered or otherwise used by any third party.

3.2.8 On termination of this Agreement, you may transfer the Domain Name or any Existing Domain Name to any third party server subject to completion by you of a transfer form and payment by you of the transfer fee set out by your new provider.

3.2.9 We shall not be liable for any delay in such transfer and your obligation to pay the fees set out in any Service Agreement shall not be affected by any such delay.

3.2.10 We reserve the right not to release the Domain Name or the Existing Domain Name to another ISP if you, at the time of termination, are in breach of any of your obligations including payment of any outstanding fees relating to the Domain Name in question.

3.3 WEBSITE SERVICES

3.3.1 Upon payment of the appropriate fee, we shall allocate space on our website servers for your website.

3.3.2 If you choose to offer a DIY service (not currently offered), we may at our absolute discretion provide assistance in building your website with you. If you have chosen our standard "do it for me" service, we will begin to draft your website upon receipt of a completed data questionnaire. This questionnaire is designed to provide our design team with the information required to build your website. Once we draft and provide you with the first version of your website, you will have 1 month from this point to work with the WebHero team to complete your website.

3.3.3 Any updates to the website shall be made by you using the website administration tool provided by us. If you wish for us to make updates to the Website, we will do this with the same tool without cost per our service offering. Such changes would be limited to 60 minutes per calendar month.

3.3.4 You acknowledge that our website service does not include open access to webspace but is limited to the design and editing facilities provided by the administration tool and that by accepting this agreement you accept the limitations of that tool.

3.3.5 (DIY Customers – as applicable) We may at our discretion provide services during a Trial Period which is offered without charge. During this period we accept no responsibility to provide services and no liability for any services not provided. On expiry of the trial period we reserve the right to suspend or terminate any services active at the time unless and until acceptance of a Service Agreement by us.

3.3.6 You will be issued with a password in order to administer your website if you wish to

make changes to it yourself. You must take all reasonable steps to maintain the confidentiality of this password. If you reasonably believe that this information has become known to any unauthorised person, you agree to immediately inform us and the password will be changed

3.3.7 You will not allow any content to be published on the website which:

- (i) is for improper, immoral, fraudulent or unlawful purposes; or
- (ii) is offensive, obscene, pornographic, sexually explicit, defamatory, menacing or which may (in our judgement) cause annoyance or anxiety to any person or bring us or the Service into disrepute; or
- (iii) is of an illegal nature (including stolen copyrighted material and pirated software); or (v) is in breach of the laws of Ireland or the country of your establishment or any end-user of the website, or any international conventions, codes or regulations applicable to the Internet; or
- (vi) promotes violence, sadism, cruelty or incites racial hatred; or
- (vii) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and

3.3.8 you will not send spam email to promote your website (this risks an adverse effect on all our other client's websites); and

3.3.8.1 you acknowledge that questionable content according to the above criteria will be decided upon by us; and

3.3.8.2 if you are in breach of this policy we will temporarily suspend your website and contact you to give you the opportunity to remove the content in question before having services reinstated. You accept that repeated infractions may cause the termination of service without refund of any fees; and

3.3.8.3 we reserve the right to remove any web page (in whole or in part) on our servers, at any time and for any breach of this policy. We will not accept any responsibility occasioned for any loss caused as a result of such removal; and

3.3.8.4 we reserve the right to amend, alter or modify this policy at any time and in any manner. We may notify you by e-mail of this, but you agree to review the policy regularly and your continued use of the Service two weeks after any change will constitute acceptance of the change.

3.3.9 We reserve the right to refuse service to anyone for any reason. We enforce this policy to ensure a professional environment for the users of our system.

3.3.10 You acknowledge that we do not give you a guarantee of placement on any internet search engine, although we will endeavour to achieve a high placement of your website on the most popular search engines.

3.4 SUPPORT SERVICES

3.4.1 Upon payment of the appropriate fee, we shall provide you with support services through but not limited to the following on-line communication channels: (i) e-mail; (ii) on-line enquiry form and telephone;

3.4.2 Our on-line support is monitored between the hours of 9:00 and 17:00 Monday to Thursday and 09:00-15:00 Friday and we will endeavour to respond to any query within 1 business day

3.4.3 Whilst we shall use reasonable endeavours to ensure that backup copies of your website and all your data contained in the website are made at reasonable intervals, you shall be solely responsible for the backup of such data and we shall not be liable for any damages, loss, costs or other expenses arising out of or in connection with any loss of data by you which are due to the failure of you or us to back up such data.

4.TERMINATION

4.1 This Agreement may be terminated by either party by providing 30 days written notice to help @ webhero . ie

4.2 Either party may terminate this Agreement or the Service provided under it forthwith by notice to the other if:

4.2.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

4.2.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

4.2.3 the other fails to pay any Charges when due; or

4.2.4 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court makes an order to that effect; or 4.2.5 the other party ceases to carry on its business or substantially the whole of its business; or

4.2.6 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

4.3 Any rights to terminate this Agreement shall be without prejudice to any other accrued

rights.

4.4 On termination of this Agreement for any reason:

4.4.1 We may delete all websites, and other data stored on the Service by you 4.4.2 We shall transfer any domain names held by you to another ISP as requested by you assuming all due fees are paid up to date (No specific transfer out fee exists)

5.SUSPENSION OF SERVICES

5.1 We may disconnect the provision of Service without liability on our part, and with as much prior notice as reasonably possible (except in the case of paragraph (i) below in which case we may do so without prior notice:)

- (i) if necessary for operational reasons or upgrading the Service or our System; or (ii) if obliged to comply with an order, instruction, or request of an emergency service organisation or a governmental or other competent authority.
- (iii) if the service fees are overdue by more than 30 days.

6.WARRANTS & CONSENTS

6.1 You warrant, represent, and covenant to us that: (a) you are at least eighteen (18) years of age; and (b) you possess the legal right and ability to enter into this Agreement 6.2 You represent and warrant that all information provided in connection with this agreement is accurate

6.3 The parties acknowledge and agree that you shall have full editorial control over the contents of the website and that you will comply with these terms and conditions

6.4 You represent and warrant that you will:

- 6.4.1 not attempt to gain unauthorised access to any part or component of the Service; and
- 6.4.2 not use the Service in a way which could cause it to be interrupted, damaged or otherwise impaired or which violates our rights (including intellectual property rights) or those of any third party (including copyright, confidence, privacy or other rights); and 6.4.3 pay the applicable Charges as set out at signup

6.5 Whilst we shall use all reasonable endeavours to ensure that the Services can be accessed by users of the Internet at all times, you acknowledge that it is technically impossible to provide such access free of fault at all times and we do not undertake to do so. 6.6 You acknowledge that we shall in no way be held liable for any service outage or

disruption that occurs as a result of any of our suppliers' failure to provide a service. 6.7 You

shall indemnify and keep us indemnified against all proceedings, losses, liabilities, damages (including legal costs), Charges and expenses of whatsoever nature arising out of or in connection with any action or claim that the content of the website violates the provisions noted above.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 You agree and acknowledge that the copyright and any other intellectual property rights in the Administration Tool and website Design Template shall be owned by us and/or our suppliers except that the intellectual property rights in any material proprietary to you or any third party (the "Content") which has been incorporated into the website by you shall be owned by you or the relevant third party respectively.

7.2 You warrant that you have obtained for yourself and for us all necessary consents, approvals and licences for use of the Content in the website (specifically stock imagery if you provide this)

7.3 In the event that the use of the Content infringes the intellectual property rights of any third party, you will immediately replace the infringing part at your own expense with non-infringing material.

7.4 You hereby grant us a non-exclusive, worldwide, and royalty-free license for the duration of the agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content only as necessary for the purposes of rendering and operating the Services to you under this Agreement. You expressly (a) grant us license to cache materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

8. LIMITATION OF LIABILITY

8.1 We shall not be liable to you nor to any third party under this Agreement in contract, tort or otherwise for any direct or indirect loss of profit, anticipated savings, business, contracts, revenue, time, goodwill or loss of or harm to data or other content or for any other indirect or consequential loss.

8.2 We shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the Domain Name registry administrator arising out of or related to your

application, receipt of, or failure to receive a domain name registration. 8.3 All conditions and warranties which may be implied by law into any Contract with you are excluded to the fullest extent possible.

8.4 Nothing in this Agreement shall restrict or exclude either party's liability for fraud, death or personal injury.

8.5 You shall not be entitled to any liquidated compensation or refund payments for unavailability of or interruptions to the Service.

8.6 We shall not be liable in respect of any goods or services purchased or obtained or any transactions entered into by you through the Service with third parties. Further we shall have no liability to you in respect of any third party Internet criminal activity (including without limitation as a result of computer 'hackers') or in respect of billing, payment, or other information that passes between us over the Internet in relation to the provision of the Service.

8.7 You acknowledge that we shall not be liable to you in respect of any loss or damage arising from your use of or reliance upon any advice or information provided by us. 8.8 Subject to the other provisions of this Clause, any liability we may have to you in contract, tort, or otherwise in connection with the supply or non-supply of the Services and this Agreement shall be limited in each calendar year to damages equal to the Charges paid by you in that calendar year.

9. INDEMNIFICATION

9.1 You hereby release and hold harmless, and agree to indemnify us, our affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by us or our suppliers, arising out of or relating to:

(a) your violation or breach of any term, condition, representation or warranty of this Agreement or any applicable policy or guideline (including but not limited to any act or omission by you, your employees, agents and representatives which infringes any copyright, trademark or other intellectual property rights of any third party) ; and (b) your improper or illegal use the Services; and

(c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel,

violation of privacy or publicity).

10. DATA PROTECTION

Please refer to the most up to date version of our privacy policy linked at the footer of Webhero.ie

11. GENERAL

11.1 We shall not be responsible for any failure to provide any service or perform any obligation because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, pandemics, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond our reasonable control.

11.2 If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

11.3 Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions hereunder or thereunder.

11.4 The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

11.5 All provisions of this Agreement, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations shall survive the termination or expiration hereof and thereof.

11.6 We may assign or otherwise transfer this Agreement at any time. You may not assign or otherwise transfer this Agreement or any part of it without our written consent. 11.7 The construction, validity, and performance of these Terms and Conditions shall be governed by Irish law, and the parties submit to the exclusive jurisdiction of the Irish courts to resolve any dispute between them.

11.8 Nothing in this Agreement shall be construed as creating an agency

relationship, partnership or joint venture between the parties.

11.9 If any party consists of more than one entity, their obligations here under are joint and several.

11.10 We may amend this Agreement at any time, with immediate effect, in order to comply with any law or regulation of any Governmental or regulatory body.

11.11 This Agreement and all policies and guidelines incorporated herein by reference, constitute the entire agreement between you and us with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement and the related policies and guidelines