

The DAXIC Group

Terms of Engagement

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This Agreement is made between The DAXIC Group and the party contracting the services (the Client), and becomes effective upon the date that The DAXIC Group produces this agreement (be that be by email, fax, Royal Mail post, or in person) for the contracting party (the Client) to use the service or services requested. Please note that The DAXIC Group reserves the right to refuse services and/or access to its servers to anyone. This agreement is effective if the client fails to receive this agreement or no acknowledgement is received to The DAXIC Group, it is the responsibility of the client to re-request non-delivered agreements.

1. DEFINITIONS

"Agreement" means any agreement made subject to these Terms and Conditions, which shall incorporate or be subject to these Terms and Conditions. In this Service Agreement the party who is to receive the Services provided, shall be referred to as the "Client" and the party providing the Services shall be referred to as "The DAXIC Group". "Services" means web site design and construction, domain name registration, web site hosting and email facilities, web site maintenance, internet training and any other service or facility provided by The DAXIC Group to the Client. "Server" means any computer server equipment operated by or contracted to The DAXIC Group in connection with the provision of the Services. "Web Site" means the area on a Server allocated by The DAXIC Group (or any other Hosting Company) to the Client for use by the Client as a site on the World Wide Web or Internet. "Web Site Design" means web page design, custom HTML, custom programming and associated construction which may include web page layout, graphics, photographs of materials and/or products that the Client wishes to display on the web site, including the redesign of existing web sites. "Web Traffic" means data transferred from a web site. "Search Engine Registration" means submission of the Client's URL, or domain name, to Internet Search Engines to assist in the effort of gaining recognition for the Client's web site. "Domain Name Registration" means the registration with the appropriate authorities of the desired domain name on behalf of the Client. "Web Site Hosting" means providing World Wide Web page hosting on a server with email message facilities.

2. SERVER USE

Pornography, erotic images or other lewd or obscene content and sex-related merchandising are PROHIBITED on any The DAXIC Group server. Illegal material including but not limited to copyrighted works, commercial video, music files and any material in violation of any regulation is PROHIBITED on any The DAXIC Group server. Pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above is PROHIBITED on any The DAXIC Group server. Also includes any sites which provide "links to" or "how to" information about such material.

Spamming, or the sending of unsolicited email, from a The DAXIC Group server or using an email address that is maintained on a The DAXIC Group machine is STRICTLY PROHIBITED. The DAXIC Group reserves the right to suspend or cancel a Client's access to any or all services provided by The DAXIC Group if The DAXIC Group decides that an account has been inappropriately used.

3. SEARCH ENGINE REGISTRATION

All search engine registrations carried out by The DAXIC Group are done so to the best of The DAXIC Group's abilities, but it should be noted that The DAXIC Group has no control over search engine registrations. As such The DAXIC Group cannot guarantee how or where the search engine will rank the Client's web site, nor how long an individual search engine directory may take to catalogue the information presented.

4. DOMAIN NAME REGISTRATION

The DAXIC Group makes no representation that the domain name the Client wishes to register is capable of being registered by or for the Client, or that it will be registered in the Client's name. The Client should therefore not assume registration of a requested domain name(s) until the Client has been notified that it has, or they have, been registered. Any action taken by the Client before such notification is at the Client's own risk. The registration and use of the Client's domain name is subject to the terms and conditions of use applied by the relevant naming authority; the Client shall ensure that they are aware of those terms and conditions and that they comply with them.

The Client shall have no right to bring any claim against The DAXIC Group in respect of refusal to register a domain name. Any administration charge paid by the Client to The DAXIC Group shall be non-refundable notwithstanding refusal by the naming authority to register the desired name.

The DAXIC Group shall have no liability in respect of the use by the Client of any domain name; any dispute between the Client and any other person must be resolved between the parties concerned in such a dispute.

If any such dispute arises, The DAXIC Group shall be entitled, and at their discretion without giving any reason, to withhold, suspend or cancel the domain name. The DAXIC Group shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute. The DAXIC Group gives no warranty that the Domain Name requested will not infringe the rights of any third party and the client indemnifies The DAXIC Group in respect of any such infringement. The DAXIC Group shall not release any domain name to another provider unless full payment for that domain name has been received by The DAXIC Group. The DAXIC Group shall have no liability in respect of the renewal of any domain name(s).

5. DESIGN CREDIT

Client's web site pages which have been designed and constructed by The DAXIC Group shall have a link to The DAXIC Group' web sites, appearing in small type at the bottom of each web site page. If the client wishes for this to be removed, it shall be agreed prior to the commencement of the project. The DAXIC Group reserve the right to charge a link removal fee.

6. POST PLACEMENT ALTERATIONS

The DAXIC Group cannot accept responsibility for any alterations caused by a third party to the Client's web site pages once placed on a server. Such alterations include, but are not limited to additions, modifications, or deletions.

7. WEB SITE HOSTING AND EMAIL

The DAXIC Group make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server, and The DAXIC Group shall have no liability for any loss or damage to any data stored on the Server. The Client shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server. Under no circumstances shall The DAXIC Group be held liable for claims arising from the content of the Clients web site. The Client represents, undertakes and warrants to The DAXIC Group that they will use the Web Site allocated to them only for lawful purposes. In particular, the Client represents, warrants and undertakes to The DAXIC Group that: the Client will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will they authorise or permit any other person to do so; the Client will not post, link to or transmit: (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way; (b) any material containing a virus or other hostile computer program; (c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction. The Client shall keep secure any identification, password and other confidential information relating to the Client's account and shall notify The DAXIC Group immediately of any known or suspected unauthorised use of the account or breach of security, including loss, theft or unauthorised disclosure of the password or other security information. The Client shall observe the procedures, which The DAXIC Group may from time to time prescribe and shall make no use of the Server which is detrimental to The DAXIC Group' other customers. The Client shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner. In the case of an individual, the Client warrants that they are at least 18 years of age and if the Client is a company, the Client warrants that the Services will not be used by anyone under the age of 18 years. The Client will keep The DAXIC Group informed of any change to the Client's address and other such information as may effect the payment of charges due. While The DAXIC Group will use every reasonable endeavour to ensure the integrity and security of the Server, The DAXIC Group do not guarantee that the Server will be free from unauthorised users or hackers and The DAXIC Group shall be under no liability for non-receipt or misrouting of email or for any other failure of email. The DAXIC Group reserves the right to make extra charges for additional Web Site traffic or data transfer from the client's web site above the standard levels of 0.5gb per month. High bandwidth usage accounts may create a need to upgrade the network to cope with the traffic in order to maintain a reasonable level of service to all users. The DAXIC Group will therefore contact the Client should such usage become apparent. If no arrangement can be reached, The DAXIC Group reserves the right to terminate the account giving one week's notice to the Client. All web site hosting accounts are set up on a prepay basis. All pricing is guaranteed for the term of the prepayment. The DAXIC Group reserves the right to change prices at any time.

8. SERVICE AVAILABILITY AND PERFORMANCE

The DAXIC Group shall use all reasonable endeavours to make available to the Client at all times the Server and the other Services, but The DAXIC Group shall not, in any event, be liable for interruptions of Service or downtime of the Server, or any losses associated with such interruptions. The Client acknowledges and

agrees that The DAXIC Group cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond The DAXIC Group's control, including, but not limited to, telecommunications problems. The DAXIC Group shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days the Client will be notified of the reason. The Client acknowledges that The DAXIC Group will not be held responsible for the appearance or operation of any web site pages within any version or type of Web Browser software. All web sites designed by The DAXIC Group will be optimised for viewing in Microsoft Internet Explorer or Netscape Navigator. The Client accepts that certain features of their site may not work, or may not be visible, or may look different, depending on the functionality of the hardware and software used to view the site. The Services provided to the Client hereunder and the Client's account with The DAXIC Group cannot be transferred or used by anyone other than the Client. No more than one log-in session under any one account may be used at any time by the Client. If the Client has multiple accounts, the Client is limited to one login session per system account at any time; user programs may be run only during log-in sessions. If the Client's account is found to have been transferred to another party, or shows other activity in breach of this sub clause, The DAXIC Group shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

9. PAYMENT

Charges for all Services shall be paid by the Client to The DAXIC Group in advance, unless otherwise agreed by The DAXIC Group in a Web Site Design Contract Agreement, or Addendum to such an agreement. All payments must be in UK Pounds Sterling. If a payment cheque from the Client is returned by the bank as unpaid for any reason, the Client will be liable for a "returned cheque" charge of £25. All web site hosting and web site maintenance accounts are set up on a prepay basis by standing order unless otherwise agreed by The DAXIC Group in writing. All pricing is guaranteed for the term of the prepayment. The DAXIC Group reserves the right to change prices at any time. Payment is due each anniversary month or period following the date the hosting and/or maintenance account was established. If for any reason payment does not arrive on time, the account may be suspended without notice or alternatively The DAXIC Group reserves the right to charge penalty interest. Any account not brought current within one week of email notification is subject to suspension. The Client is responsible for all money owed on the account from the time it was established to the time The DAXIC Group receives a cancellation notice for termination of services.

All charges payable by the Client for Services shall be in accordance with the scale of charges and rates published from time to time by The DAXIC Group on their web sites or by other means. The DAXIC Group reserves the right to vary all charges, with one months notice to the Client. All charges are not subject to VAT. Without prejudice to The DAXIC Group other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, The DAXIC Group shall be entitled forthwith to suspend the provision of Services to the Client without notice.

10. RELATIONSHIP OF PARTIES

It is understood by the parties that The DAXIC Group is an independent contractor with respect to the Client, and not an employee of the Client, and as such the Client will not provide any employee or fringe benefits, for the benefit of The DAXIC Group or The DAXIC Group employees.

11. PERMISSIONS AND COPYRIGHT

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphics, registered company logos, names and trademarks or any other material supplied to The DAXIC Group by the Client for the design and construction of any web pages. Acceptance of this Agreement shall be regarded as a guarantee by the Client that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested. No responsibility will be accepted by The DAXIC Group for damages to or losses incurred by the Client from the use of material for which the required permission or authority has not been properly obtained. The Client is required to ensure that the content of their web site pages meets all the current UK government legislation regarding publications. The Client shall further indemnify The DAXIC Group in respect of any claims, costs or expenses that may arise from any material included in the Client's web site pages.

12. CONFIDENTIALITY

The DAXIC Group will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The DAXIC Group, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client. The DAXIC Group will act reasonably to protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon

request, The DAXIC Group will return to the Client all notes, records, documentation or other items belonging to the Client that were used for the Services of this Agreement.

13. WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Product") developed in whole or in part by The DAXIC Group in connection with the Services shall be the exclusive property of The DAXIC Group.

If the Client wishes to obtain exclusive rights to any other such copyrightable property it must be agreed upon in writing by both the Client and The DAXIC Group and made an Addendum to this Agreement. In any case, no release of rights or ownership from The DAXIC Group to the Client of any works, product or services is granted until full payment for the Services is received in full from the Client.

14. CUSTOMER REVIEW OF WEB SITE DESIGNS

The DAXIC Group will provide the Client with an opportunity to review the design concepts for the web site before construction of the web site begins. The DAXIC Group will also provide the Client with an opportunity to review the appearance and content of the web site once they are scripted and laid out. Any request for alterations should be made at this time. Such scripted materials will be deemed to be accepted and approved at the time of presentation, unless the Client notifies The DAXIC Group to the contrary. Alterations requested after this time will be charged for as extras, in addition to charges for any work completed up to the date such a request was received by The DAXIC Group.

Extras will be charged for at the custom design rate in accordance with the scale of charges and rates published from time to time by The DAXIC Group.

15. CANCELLATION OF DESIGN SERVICES

Cancellation of web site design services may be made at or before the first customer review of design concepts, in which instance the Client will pay compensation for any design work completed at a flat-fee of £250, or whatever lower value fee The DAXIC Group may at their discretion agree to. Cancellation of design Services after the first customer review may, in the first instance, be made by telephone, but must be confirmed in writing from the original signature. The Client agrees to pay, and will be invoiced, for work completed to the date of first notice of cancellation.

16. ERRORS AND LIABILITIES

The DAXIC Group will use its best endeavours to ensure the Services are free of errors. The DAXIC Group may not be held responsible for any errors that may arise in the course of performing the Services. Such errors include but are not limited to: grammatical or spelling errors on web pages; misplacement of text or graphics on web pages; malfunctioning of interactive elements included in the web site pages. The DAXIC Group does not accept any liability for losses or damages arising from errors within the Services.

17. INDEMNITY

The Client shall indemnify The DAXIC Group and keep The DAXIC Group indemnified and hold The DAXIC Group harmless from and against any breach by the Client of these terms and conditions of business, and any claim brought against The DAXIC Group by a third party resulting from the provision of Services by The DAXIC Group to the Client, and the Client's use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by The DAXIC Group in consequences of the Client's breach or non-observance of this Agreement.

18. INVALIDITY

If this Service Agreement or any part thereof shall be adjudged for any reason to be void, unenforceable or ineffective, but would be adjudged to be valid effective and enforceable if part of the wording were deleted or a provision were limited in scope, then this Agreement shall continue with such modifications deemed to be written, construed and enforced as so limited, so as to make its provisions (or if such be the case its remaining provisions) valid effective and enforceable.

19. TERMINATION AND SUSPENSION

This Agreement shall remain in force for a minimum period of 12 months from acceptance by The DAXIC Group of the Client's application to use the service or services provided, or until such time as the services required under this agreement or addendum to this agreement are completed by The DAXIC Group.

Termination of this agreement (other than for the cancellation of design services) can be effected by the Client by giving a minimum of 1 month's notice in writing, either by email, fax or Royal Mail post. Termination can be effected by The DAXIC Group, without in any way limiting The DAXIC Group rights under any other sub clause in this agreement, if: the Client fails to pay any sums due to The DAXIC Group as they fall due, then The DAXIC Group may remove the web site from public viewing, or suspend the Services and/or terminate this Agreement forthwith without notice to the Client; the Client breaks any of these terms and conditions, including violating any licensing agreements, and fails to correct the breach within thirty (30) days following written notice from The DAXIC Group specifying the breach, then The DAXIC Group may terminate this Agreement forthwith upon written notice; the Client is a company and that company goes into insolvent liquidation or suffers the appointment of an administrator or administrative receiver or enters into a voluntary arrangement with the Client's creditors, then The DAXIC Group shall be entitled to terminate this Agreement forthwith without notice to the Client. On termination of this Agreement or suspension of the Services by The DAXIC Group for breach of this agreement, The DAXIC Group shall be entitled immediately to block the Client's Web Site and to remove all data located on it. The DAXIC Group shall be entitled to delete all such data but may, at The DAXIC Group discretion, hold such data for such period as The DAXIC Group may decide, to allow the Client to collect it at the Client's expense, subject to payment in full of any amounts outstanding and payable to The DAXIC Group. The DAXIC Group shall further be entitled to post such notice in respect of the non-availability of the Client's Web Site as The DAXIC Group thinks fit. Services may be suspended, or suspended during peak times, by The DAXIC Group without notice and without prejudice to The DAXIC Group Rights of Termination. No such suspension shall affect the liability of the Client to pay charges and other amounts due to The DAXIC Group. During suspension The DAXIC Group reserves the right to refuse to release the Client's Internet Address as issued by The DAXIC Group.

20. RIGHTS ON TERMINATION

Termination of the agreement shall not affect any pre-existing liability of the Client or affect any right of The DAXIC Group to recover damages or pursue any other remedy in respect of any breach by the Client of the agreement. In the event of termination of the agreement by The DAXIC Group on account of any breach of the Terms and Conditions thereof by the Client, The DAXIC Group shall be entitled to the balance of all Annual Subscription payments, which would but for such termination, have accrued to the earliest date on which the Agreement could have been terminated by the Client in accordance with the terms hereof. The DAXIC Group shall not be required to release the Client's Domain Name or Internet address and may refuse to do so until this Agreement has been lawfully brought to an end and all sums due hereunder have been received by The DAXIC Group, and the Client has complied with all its obligations hereunder.

21. LIMITATION OF LIABILITY

Nothing in these terms and conditions shall exclude The DAXIC Group liability for death or personal injury resulting from The DAXIC Group's negligence in providing these services. The Client acknowledges and agrees that The DAXIC Group's total aggregate liability to the Client for any claim in contract, tort, negligence or otherwise arising out of, or in connection with, the provision of the Services shall be limited to the charges paid by the Client in respect of the Services which are the subject of any such claim. In any event no claim shall be brought unless the Client has notified The DAXIC Group of the claim within one year of it arising. In no event shall The DAXIC Group be liable to the Client for any loss of business, contracts, profits or anticipated savings, or for any other indirect or consequential or economic loss whatsoever. The DAXIC Group will not be held liable for any service that it provides which is totally reliant upon a third party over which The DAXIC Group has no administrative control.

22. NOTICES

Any notice (including but not limited to Suspension notices) to be given by either party to the other must be in writing and may be sent by either email, fax or Royal Mail post to the address of the other party as appearing in this Agreement, or to such other address as such party may from time to time have communicated to the other in writing; and if sent by email shall unless the contrary is proved, be deemed to be received on the day it was sent; or if sent by fax shall be deemed to be served on receipt of an error free transmission report; or if sent by Royal Mail post shall be deemed to be served two days following the date of posting. In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such communication was properly addressed and posted as a prepaid first class letter.

23. CHANGES TO THE SERVICES

If any Network Operator shall discontinue the provision of telecommunications services to The DAXIC Group or shall alter by modification, expansion, improvement, maintenance or repair of the telecommunications services or any part thereof provided to The DAXIC Group, then The DAXIC Group shall be entitled to

discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change the Services as necessary.

24. HEADINGS

Headings are included in this Agreement for ease of reference only and shall not affect the validity or interpretation of this Agreement.

25. VARIATION

The DAXIC Group reserves the right to vary these Terms and Conditions as a result of changes required by its insurers, operation or administration problems, new legislation, statutory instruments, Government regulations or licences.

26. ENFORCEMENT EXPENSES

The Client shall pay to The DAXIC Group all reasonable costs and expenses incurred by The DAXIC Group in enforcing any of these Conditions, or exercising any of its other rights and remedies under the agreement, including (without prejudice to the generality) all costs incurred in tracing the Client in the event that legal processes cannot be enforced at the address last notified to The DAXIC Group.

27. NON-WAIVER

The allowance of time to pay or any other indulgence by The DAXIC Group in respect of payments due to it shall in no manner affect or prejudice its right to payment together with interest provided under these Conditions. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

28. LAW

This Agreement shall be governed by and construed in accordance with English law and the client hereby submits to the non-exclusive jurisdiction of the English courts, and any alteration to part of the agreement shall not invalidate the remainder.

29. E-COMMERCE

Where Project involves E-commerce functionality, Client must ensure that suitable arrangements are in place to maximise security levels with regard to financial and personal information relating to the users of the contracted work. This may necessitate the use of secure electronic protocols, authentication certificates, encryption etc. and may require the provision of secure server facilities and an acceptable ISP host and/or the use of a credit card clearing service such as Netbanx, Worldpay, PayPal etc. Client agrees that Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the contracted work or any other services contemplated herein, and will hold harmless, protect, and defend The DAXIC Group and its Sub-Contractors from any claim, suit, penalty, tax, fine, or tariff arising from Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

30. FORCE MAJEURE

Neither party shall be held to be in breach of its obligations under this agreement, for obligations to make payments under this agreement, to the other party for any loss or damage which may be suffered by the other party due to any cause beyond the reasonable control of the first party including but not limited to any act of God inclement weather failure or shortage of power supplies, flood, drought, lighting, fire, strike, lock-out, trade dispute, labour disturbance, act or omission of Government authorities other telecommunications providers, war, military operations or riot.

31. ENTIRE AGREEMENT

These Terms and Conditions together with any documents expressly referred to in them (including, but not limited to, Web Site Design Contract Agreements), contain the entire Agreement between The DAXIC Group and the Client relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral, between The DAXIC Group and the Client in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these Terms and Conditions.

32. CONTENT

All services provided by DAXIC Group may only be used for lawful purposes. This includes, but not limited to: copyrighted material, material we judge to be threatening or obscene, pornography. The customer agrees to indemnify and hold harmless DAXIC Group from any claims resulting from the use of our services.

Examples of unacceptable material: IRC Bots / Warez Sites / Pirated Software / Hate sites/ Hack programs and archives.

33. ZERO TOLERANCE SPAM POLICY

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double optin" will be treated as spam. Any user who sends out spam will have their account terminated without notice.

DAXIC Group reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. DAXIC Group also reserves the right to make any such modifications in an emergency at our sole discretion.

DAXIC Group reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is left entirely to the discretion of DAXIC Group. All rights reserved.

34. BACKUPS AND DATA LOSS

Your use of the service is at your sole risk. DAXIC Group is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on DAXIC Group servers.

35. RESOURCE USAGE

Users may not initiate the following:

- a) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- b) Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- c) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e) Run any bit torrent
- f) Run any gaming servers such as counter-strike, half-life, battlefield1492, etc

36. BANDWIDTH USAGE

Users may not initiate the following:

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

37. PRICE CHANGE

The amount you pay for hosting will never increase from the date of purchase. We reserve the right to change prices listed on DAXIC Group, and the right to increase the amount of resources given to plans at any time.

38. INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold DAXIC Group harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against DAXIC Group, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless DAXIC Group against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with DAXIC Group; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from DAXIC Group's server.

39. DISCLAIMER

DAXIC Group will not be responsible for any damages your business may suffer. DAXIC Group makes no warranties of any kind, expressed or implied for services we provide. DAXIC Group disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by DAXIC Group and its employees.

40. Shared accounts can not resell web hosting to other people.