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SERVICES

Definitions

'KAJ ISIS' means: KAJ ISIS Limited whose registered office is Technocentre, Puma Way, Coventry University Technology Park, CV1 2TT, UK

'Customer' means: the Customer of KAJ ISIS Limited.

'Services' means: services provided by the Company either in the direct or indirect control of the Company.

'Web site' means: A web site and all associated files.

'Service' means: Services supplied by the company to the customer.

General

KAJ ISIS warrants to the Customer that the Services will be provided using all reasonable care and skill and, as continuously as reasonably possible, at all times subject to routine and emergency maintenance and downtime occasioned by third parties.

Server Hardware failure

In the event of hardware failure KAJ ISIS aim's to replace identified defective equipment within 4 hours free of charge. Where hardware failure requires a full reconfiguration of the equipment and/or associated services, which KAJ ISIS is directly responsible for, KAJ ISIS will provide the Customer with a timescale for the work to be completed free of charge. If KAJ ISIS fails to restore the services within the timescales stated the Customer shall be entitled 1 days credit for each 24 hour period the service is not available.

Customer caused failures

Where the failure of hardware or software is the result of action taken by the Customer the Customer will be charged at the associated hourly rate until the restoration of normal services is completed.

Supply of goods and services from a third party

Where KAJ ISIS supplies in connection with the provision of the Services any goods supplied by a third party, KAJ ISIS does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible,



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assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to KAJ ISIS.

Limitations

Whilst KAJ ISIS will at all times make every effort to ensure the performance and delivery of Services that are directly within its control or not, KAJ ISIS gives no warranties of any kind, expressed or implied for services provided to the Customer. KAJ ISIS disclaims any warranty or fitness for a particular purpose. This includes loss of business, custom, loss of data and all service interruptions unless otherwise stated by KAJ ISIS or agreed with the customer in writing.

Exclusions

The Customer will have no recourse to KAJ ISIS if a customers account is in arrears; KAJ ISIS has suspended or withdrawn services as a result of the customer being in breach of any of the terms in the use of the services; is subject to a wind-up order, has been placed into receivership, or ceased trading.

Indemnify

The Customer agrees that it shall defend, indemnify, save and hold harmless KAJ ISIS from any and all demands, liabilities, losses, costs and claims, including all legal fees, that may arise or result from any service provided or performed or agreed to be performed by a Customer, its clients, agents, employees or representatives. (1) any injury to person or property caused by any products sold or otherwise distributed in connection with KAJ ISIS's services; (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 Product sold via KAJ ISIS's services.

These terms and conditions are subject to English Law.

KAJ ISIS reserves the right to revise these terms at any time without due notice.