

MIDAS Alliance Terms and conditions

By accepting these terms and conditions, the user confirms to have read, understood and accepted its contents.

1. Overview.

The following agreement ("Agreement") is entered into between you ("Customer" or "you") and MIDAS Alliance, ("MIDAS Alliance"), having a business at Royal Holloway, Egham, Surrey, and is made effective on the date of electronic acceptance. This agreement sets forth the terms and conditions that govern your use of this website and the products and services (collectively, the "Services") found at this site, and is in addition to and not in lieu of any specific terms and conditions that apply to your purchase of a particular Service. Your electronic acceptance and/or use of the Services signifies that you have read, understood and agreed to be bound by the terms and conditions of this Agreement as well as any policies posted on this website and that by such acceptance and/or use of the Services you agree that any previous agreements between you and MIDAS Alliance will be terminated and superseded by this Agreement. You acknowledge and agree that MIDAS Alliance's acceptance of this Agreement and the provision of Services are performed at MIDAS Alliance's offices in Egham, England. MIDAS Alliance, in its sole discretion, may refuse to provide the Services to any one at any time and for any reason. If MIDAS Alliance exercises this right, MIDAS Alliance will not charge you for the Services and/or refund you for the amounts paid for the Services during the month that MIDAS Alliance invokes its right to deny Service. In the event that you provide a purchase order or other ordering document to facilitate your purchase, the document is incorporated by reference only to the extent that it identifies the Services to be purchased, and all other terms and conditions included in such document are hereby rejected by MIDAS Alliance.

MIDAS Alliance, in its sole and absolute discretion, may change or modify this Agreement, and the corporate policies and/or Service Specific Terms which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon the earlier of (i) our email notification to you advising you of such changes or modifications (ii) your electronic acceptance of this Agreement after such changes or modifications have been made to this Agreement as indicated by the "Last Revised" date at the top of this page or (iii) your continued use of the Services after MIDAS Alliance posts the amended Agreement to MIDAS Alliance.com.

2. Eligibility, Point of Contact, Account Ownership

The Services found at this Site are available only to Customers who can form legally binding contracts under applicable law. By using the Services found at this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

Customer shall designate a single "Point of Contact" in the accompanying Order Form. Customer's Point of Contact shall have full authority to enter into agreements and make binding decisions on behalf of Customer. Customer agrees that MIDAS Alliance may rely on representations made by Customer's Point of Contact. Customer may change its Point of Contact at any time by giving written notice to MIDAS Alliance in accordance with the notice provisions of this Agreement. MIDAS Alliance is under no obligation to accept instructions from anyone other than the Point of Contact. Notwithstanding the foregoing, MIDAS Alliance shall not be liable for any loss or damage resulting from MIDAS Alliance's reliance on any instruction, notice, document or communication reasonably believed by MIDAS Alliance to be genuine and originating from an authorized representative of Customer's corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, MIDAS Alliance reserves the right (but not the obligation) to require additional authentication from Customer. In order to permit MIDAS Alliance to protect the quality of its products and services, you hereby consent to MIDAS Alliance staff being able to access your account and records on a case by case basis to investigate complaints or other allegations or abuse.

3. Dispute of Site or Account Ownership

The entity or person creating the account and designated as the owner shall be deemed the account owner. For security reasons, only the account owner or Point of Contact designated by the account owner shall be allowed to make changes, cancellations, or designate a new Point of Contact. Disputes sometimes arise between or among multiple persons claiming ownership of or rights in a site, store or account. **MIDAS Alliance is not obligated to and will not resolve any such disputes.** If multiple persons are claiming ownership of or rights in a site, store or account, and, in MIDAS Alliance's sole judgment, there is no certainty as to the ownership of or rights in said site or account, then MIDAS Alliance will, to the extent of its knowledge and ability, notify said persons of the dispute and demand that said persons promptly, conclusively, and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves MIDAS Alliance of all liability or obligations concerning the dispute. If the disputing persons fail so to resolve the dispute within what MIDAS Alliance, in its sole judgment, deems to be a reasonable time, then MIDAS Alliance, at its sole option and without any obligation to do so, may suspend or terminate the account until such persons resolve said dispute and reach certainty regarding ownership of or rights in said site, store and/or account. The person or persons conclusively and finally determined by court order or settlement agreement to be the rightful owner(s) or interest holder(s) of said site, store and/or account shall be obligated to pay all amounts due and comply with the Transfer Policy, if required, to transfer ownership of the site, store and/or account to the rightful owner. Failure of the rightful owner of said site, store and/or account timely pay in full all of said amounts shall be deemed a breach of these Terms and shall subject the account to immediate termination.

To transfer ownership of an account, Customer must contact MIDAS Alliance and comply with the Transfer Policy.

4. Recommendations

MIDAS Alliance personnel may from time to time recommend third party software or other products and services for your consideration. MIDAS ALLIANCE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES FROM MIDAS ALLIANCE, INCLUDING THE COMPATIBILITY OF SUCH PRODUCTS AND SERVICES WITH MIDAS ALLIANCE SOFTWARE. Your use of any such products and services is governed by the terms of your agreement with the provider of those products and services.

5. Software Updates

From time to time, MIDAS Alliance may update the software associated with a Service. MIDAS Alliance makes no warranty that such updates will not affect your use of the Services or introduce new but unknown bugs into the software.

6. Use of Customer's Name and Trademarks

Customer hereby grants MIDAS Alliance a non-exclusive right and license to use Customer's name and such of Customer's trade names, trademarks, and service marks (collectively, "**Customer's Marks**") as are listed on Customer's Content or otherwise provided to MIDAS Alliance in connection with this Agreement (a) on MIDAS Alliance's own Web Sites, (b) in printed and online advertising, publicity, directories, newsletters, and updates describing MIDAS Alliance's Services, and, (c) in applications reasonably necessary and ancillary to the foregoing. Customer may use MIDAS Alliance's trade name, trademarks, and service marks (collectively, "**MIDAS Alliance's Marks**") in advertising and publicity in conjunction with the offering of Customer's Content via MIDAS Alliance, provided that Customer shall pay the necessary fees.

Customer need not obtain MIDAS Alliance's prior written approval where use of MIDAS Alliance's Marks is limited to inclusion in a list of systems via which Customer's Content is available.

7. Use of Customer's User Content

Some of the features of this website or the Services found at this website may allow Customer to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By providing User Content to MIDAS Alliance via any method (e.g. site submission, email, survey responses, etc.), you represent and warrant to MIDAS Alliance that (i) you have all necessary rights to distribute User Content via this website or via the Services found at this website, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

The provisions in this Section apply specifically to MIDAS Alliance's use of User Content posted to MIDAS Alliance's corporate websites or submitted directly to MIDAS Alliance. The applicable provisions are not intended to and do not have the effect of transferring any

ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

You acknowledge and agree that:

Your User Submissions are entirely voluntary.

Your User Submissions do not establish a confidential relationship or obligate MIDAS Alliance to treat your User Submissions as confidential or secret.

MIDAS Alliance has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.

MIDAS Alliance may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

MIDAS Alliance shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions provided to MIDAS Alliance by any method, and shall be entitled to the unrestricted use and dissemination of any User Submissions provided for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

8. Sublicense

Customer may not sublicense or resell any of MIDAS Alliance's Services to any third parties without the prior written permission of MIDAS Alliance. Any attempts to do so would be considered a material breach and grounds for termination of this Agreement.

9. Fees and Payment

A. Fees. In consideration of the Services, Customer will pay to MIDAS Alliance all fees due according to the prices and terms listed on the website. All sales are final and MIDAS Alliance offers no partial or full refunds of any kind on any purchase unless otherwise expressly noted, even if your Services are suspended, terminated or transferred before the end of the Services. MIDAS Alliance expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal.

B. Payment. All payments are due upon signup, the Services will not begin until payment has been received. All recurring charges will be due on the 1st day of the month. If a payment is returned or rejected by MIDAS Alliance's bank, or incurs additional costs for MIDAS Alliance (e.g., bank fees) for any reason, then Customer may be charged a service fee of £40 and be required to reimburse all such fees and costs incurred by MIDAS Alliance, and Customer shall be immediately deemed to be in default of this Agreement. Accounts and all amounts in default are subject to a late payment charge of 1.5% per month, or the maximum amount

permitted by law, whichever is greater, until fully paid. If Customer defaults, Customer agrees to pay MIDAS Alliance its reasonable expenses, including lawyers, in house legal expenses and collection agency fees, incurred in enforcing its rights.

C. Billing Policies and Cycles.

We offer billing via online banking and cheques. All initial fees must be paid on service setup. Our billing cycle begins on the 1st day of the month, and is due on that day each month thereafter. The first payment if falling on other days will be a part payment for the initial period only until the 1st day of the subsequent month. Accounts suspended and reactivated must pay all past due and current amounts. Accounts past due over 30 days cannot be reactivated. You must sign up for new service. To cancel your account, you must follow the procedures in Section 17. To ensure that you are not billed for another month of service, you must cancel your account before your billing cycle due date. All accounts requesting cancellation are terminated on the last day of your billing cycle.

Note: All billing correspondence (invoices, notifications, etc.) is done via email. It is crucial that you maintain a current email address with us.

D. Taxes. All fees charged by MIDAS Alliance for the Services are exclusive of all VAT and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Services, all of which Customer will be responsible for and will pay in full.

10. Acceptable Use Policy

A. Acceptable Use Policy. MIDAS Alliance maintains on its Web site MIDAS Alliance's then-current Acceptable Use Policy ("AUP"). Customer agrees to abide by the AUP. MIDAS Alliance may modify its AUP at any time, and shall post the then-current AUP on MIDAS Alliance's Web site, which will be effective upon posting.

B. End Users to Comply with AUP. Customer acknowledges that MIDAS Alliance may terminate an end user's access to Customer's Web Site for noncompliance with MIDAS Alliance's AUP. MIDAS Alliance may thus terminate such end user's access to Customer's Content even if the end user has not violated Customer's own terms and conditions of use of its Web Site. MIDAS Alliance acknowledges that Customer may terminate a User's access to Customer's Content for noncompliance with Customer's terms and conditions.

11. Security

Customer acknowledges that the Internet is not a secure or completely reliable system, and that the purpose of the Services is to allow end users easy access to Customer's Content. MIDAS Alliance will take those precautions MIDAS Alliance deems reasonable in its sole discretion to secure Customer's Web Site from attack, but MIDAS Alliance makes no warranty that there will be no outages or interruptions of service, or that Customer's Content will be secure against attack of any form by end users or other third parties.

12. Prohibited Practices

MIDAS Alliance shall have no duty or obligation to monitor Customer's Content or any other Content provided or distributed by others, and MIDAS Alliance shall not edit or otherwise

exercise any control over Customer's Content. Nevertheless, MIDAS Alliance may, in its sole discretion at any time, without notice to Customer, and without liability to Customer, remove from public view, disconnect, or terminate the hosting of any of Customer's Content or other Content that MIDAS Alliance deems in its sole discretion to be offensive or illegal, for any one or more of the following reasons: (i) the content is adjudicated to be in violation of the laws of the state where the server resides; illegal or sexually explicit Content or activities, or any Content that allegedly violates the law, rules or regulations of any country or subdivision thereof; (ii) the content constitutes harassment of Users, including, but not limited to, by means of Customer's billing practices; or (iii) Customer's noncompliance with or material breach of any of the terms and conditions of the AUP or this Agreement; or (iv) claims made by third parties against MIDAS Alliance that Customer or any of its end users has engaged in one or more of the above practices.

13. No Solicitation

Customer agrees Customer will NOT approach any employees of MIDAS Alliance and its affiliates with proposals to hire them as its own employees or contractors. If you were to hire any of MIDAS Alliance's employees, you agree to pay MIDAS Alliance for each employee hired the greater amount of three (3) years' salary for that employee as you are to pay such employee, or £100,000.

14. Customer's Indemnification

Customer shall indemnify and hold harmless MIDAS Alliance from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable lawyers fees and fees attributable to in house legal personnel, arising from or relating to Customer's provision, or an end user's use, of Customer's Content, or any act, error, or omission of Customer in connection therewith, including but not limited to matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property or other right; or violation of any applicable law. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

15. DISCLAIMER OF WARRANTIES

CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". MIDAS ALLIANCE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MIDAS ALLIANCE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ABILITY OF ANY SOFTWARE TO PERFORM WITHOUT LIMITATION OR RESTRICTION IN ANY GIVEN ENVIRONMENT (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (III) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS,

BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (IV) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND MIDAS ALLIANCE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY MIDAS ALLIANCE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

16. LIMITATION OF LIABILITY

MIDAS ALLIANCE ASSUMES NO RESPONSIBILITY WITH RESPECT TO CUSTOMER'S OR END USER'S USE OF THE SERVICES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, **INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS, LOST REVENUE** OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF MIDAS ALLIANCE IS AWARE OF THE POSSIBILITY THEREOF. MIDAS ALLIANCE SHALL IN NO EVENT BE LIABLE IN AGGREGATE FOR MORE THAN THE TOTAL FEES ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE SERVICES DURING ANY 12-MONTH PERIOD.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

17. Term and Termination.

You may terminate your right to access and use the Service only by writing to MIDAS Alliance and following the instructions available. For security reasons, MIDAS Alliance requires that you authenticate any cancellation, including paying the stated termination fee where applicable. Failure to do so will result in the cancellation request not being processed and you will be liable for all recurring fees until such authentication is complete. **PLEASE NOTE** that a cancellation of a particular Service may not cancel all Services associated with your account.

MIDAS Alliance may terminate this Agreement and/or your right to access and use the Service, in whole or in part, at any time and for any reason. MIDAS Alliance reserves the right, but not the obligation, to cancel or suspend your Service if your site(s) causes a sudden significant increased draw on system resources (i.e. a DDOS attack) that in MIDAS Alliance's sole opinion impairs its ability to provide Services to other customers. MIDAS Alliance also

reserves the right to immediately terminate this Agreement and/or your right to access and use the Service, in whole or in part, if MIDAS Alliance finds that you have been abusive to MIDAS Alliance employees.

Upon expiration or effective termination of the Service by either party for any reason, (a) MIDAS Alliance will cease providing the Service, (b) you will not be entitled to any refunds of any usage fees or any other fees, pro rata or otherwise, unless MIDAS Alliance terminates such Service without cause, and (c) any outstanding balance for your usage of the Service through the effective date of such termination or expiration will be immediately due and payable in full.

18. No Assignment by Customer

Customer may not assign this Agreement without the prior written consent of MIDAS Alliance, which MIDAS Alliance may refuse in its sole discretion. Any attempt by Customer to assign this Agreement without prior written permission shall be deemed null and void. MIDAS Alliance may assign this Agreement, which shall be effective upon written notice provided to Customer.

19. No Third-Party Beneficiaries

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

20. Notices of Trademark and Copyright Infringement

MIDAS Alliance supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to MIDAS Alliance's Trademark and/or Copyright Infringement Policy referenced above and available.

To cover the increasing cost of processing abuse claims, MIDAS Alliance reserves the right to charge Customer a processing fee for each instance of notification received from a legitimate copyright holder. MIDAS Alliance reserves the right to suspend or terminate any Services if, upon notification, Customer fails to comply with a legitimate infringement claim within the specified time.

21. Proprietary Rights Notice

The Service, which includes but is not limited to, all intellectual property rights in the Service are, and shall remain, the property of MIDAS Alliance or its licensor (as applicable). All rights not expressly granted to you in this Agreement are hereby expressly reserved and retained by MIDAS Alliance and its licensors (as applicable). Without limiting the generality of the foregoing, you shall not (and shall not allow any third party to): (a) use the Service outside of the scope of the limited license herein granted, including but not limited to use for the sole purpose of obtaining a competitive advantage against MIDAS Alliance; (b) sublicense, distribute, copy, modify, adapt, translate, or prepare derivative works from, to the Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for

any purpose without the express written consent of MIDAS Alliance; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with MIDAS Alliance (or any of its affiliates or licensors); (e) reverse engineer, disassemble, or decompile any software or otherwise attempt to discover any source code or trade secrets related to the Service, in any manner, except as permitted by applicable law; or (f) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service.

22. Notices

(i) Any notice or other communication ("**Notice**") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the address listed above in this Agreement, for MIDAS Alliance or the address provided in the application form submitted with the payment for Customer; (ii) a Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that confirmation of that transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given; (iii) either party may designate, by Notice to the other, substitute addresses, addressees or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

23. Miscellaneous

Except for disputes governed by the Uniform Domain Name Resolution Policy, the laws of England shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws; and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) the jurisdiction and venue of courts of London, England. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement. The parties specifically exclude from application to this Agreement from the United Nations Convention on Contracts for the International Sale of Goods.

If a ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions originally contemplated by this Agreement to the greatest extent possible. The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement. This

Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, promises, warranties, covenants or understandings with respect thereto other than those contained in this Agreement. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any purchase order issued by Customer with respect to the Services provided under this Agreement shall not be applicable and that any acceptance of such purchase order by MIDAS Alliance shall be for acknowledgment purposes only.

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed by law. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

24. Additional Service Specific Terms

In addition to the general Terms of Service above, you also agree to be bound by the additional service specific terms applicable to the Services you purchase and/or use. The following Service Specific Terms and Policies are hereby incorporated by reference and will be binding upon the parties.

E-Commerce/Hosting Services

25. Information Shared with Partners

As a condition of purchasing and using the Services, you acknowledge and agree MIDAS Alliance may provide your personal information to their partners.

Administrative Contact

During the registration process or thereafter, you must also designate an administrative contact. The administrative contact may be the same person or entity as the registrant, or may be different. The registrant may delegate certain of its rights to the administrative contact, including managing the domain name, purchasing additional services and transferring the domain name registration to a different registrar. The registrant is responsible for all actions or omissions of the administrative contact.

Your Obligations

You are solely responsible for the billing contact information you, your agents or Point of Contact provide to MIDAS Alliance and you acknowledge and agree that you will promptly inform MIDAS Alliance of any changes thereto (e.g., change of expiration date or account number).

You acknowledge and agree that, to the extent necessary, it is your responsibility to: (1) provide all equipment, including a computer and modem, necessary for you to establish a

connection to the Internet; and (2) provide for your own connection to the Internet and pay any telephone service fees associated with such connection.

You are solely responsible for ensuring the Services are renewed. MIDAS ALLIANCE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL OR ANY ATTEMPT TO RENEW THE SERVICES AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR ERRORS IN RENEWING OR ATTEMPTING TO RENEW THE SERVICES. The foregoing limitation of liability is in addition to any other limitations of liability set forth in this Agreement.

Information and Its Use

You hereby acknowledge and agree that, in connection with your use of certain of MIDAS Alliance's Services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate.

In addition to such other information that MIDAS Alliance may require you to provide in order to obtain the Services, MIDAS Alliance requires that you submit the following information in connection with domain name registration, administration and renewal services.

Your full name (or the name of the entity and authorized contact person, if registration is for an organization, corporation or association), postal address, email address, voice telephone number, where available;

The domain name being registered; and

The name, postal address, email address, voice telephone number, administrative contact, technical contact and billing contact for the domain name registration.

You acknowledge and agree that when you renew a domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, the registration may not be renewed, in MIDAS Alliance's sole discretion.

Additional Information Maintained

In addition to the information you provide, we maintain records relating to any domain name application received by MIDAS Alliance, as well as any domain name registered through, administered, or renewed by MIDAS Alliance. We also maintain records relating to other Services that we provide to you. These records may include, but are not limited to:

The original creation date of a domain name registration, renewal, or request for Services;

The submission date and time of a registration or renewal application, or request for Services to us and by us to the proper registry;

Communications (electronic or paper form) constituting submissions, forwarding, modifications, or terminations of service and related correspondence between you and us;

Records of your account, including dates and amounts of all payments and refunds;

The IP addresses of the primary nameserver and any secondary nameservers for the domain name;

The corresponding names of those nameservers;

The name, postal address, email address, voice telephone number, and various contacts for the Services;

The expiration date of a domain name registration; and

Information regarding all other activity between you and us regarding your use of the Services.

Accurate Data

In the event that (i) in applying for Service(s) or the registration of a domain name you are providing information about a third party, or (ii) you license a domain name registered in your name to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be a sufficient basis for cancellation of your domain name registration or Service(s), in our sole discretion. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to an inquiry by MIDAS Alliance concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be a sufficient basis for cancellation of your domain name registration.

You agree that MIDAS Alliance (itself or through its third party service providers) is authorized, but not obligated, to use certain address or billing correction services to update and/or to change any address or billing information associated with your account (including, without limitation, registrant address, billing contact address, and credit card information), and you agree that MIDAS Alliance may use such changed information for all purposes in connection with your account (including the sending of renewal notices or invoices or for automatic renewal charges).

Disclosure and Use of Information

You acknowledge and agree that MIDAS Alliance may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and (v) to protect the rights, property, or safety of MIDAS Alliance, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that MIDAS Alliance may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws.

You hereby consent to any and all such disclosures, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby

irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

MIDAS Alliance will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. However, MIDAS Alliance will have no liability to you or any third party provided that such reasonable precautions are taken.

Transfers; Agents and Licenses

You agree that you may not transfer a domain name registration to another domain name registrar during the first sixty (60) days from the effective date of the initial domain name registration with us, or at any time after its expiration date unless the domain name is renewed with MIDAS Alliance prior to initiation of the transfer of registrar. After that time, you may transfer your domain name registration to a third party domain name registrar of your choice, subject to our then-current policies and procedures.

You agree that, if you are using the Services for someone else, you represent and warrant that you have: (a) provided notice to that third party of your intent to purchase the Service(s); (b) obtained that third party's express consent to purchase the Service(s) on its behalf; and (c) the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the UDRP. You accept liability for harm caused by wrongful use of the Services.

You agree that if you license the use of a domain name or other Service registered in your name to a third party, you nonetheless remain the Service holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name registration or Service.

System Performance Degradation

MIDAS Alliance depends upon its own and third party, computer systems to provide the Services, and to provide timely information to MIDAS Alliance's customer service team. Occasionally, these computer systems are subjected to exceptional volumes of incoming data, service requests, processes, electronic mail messages, and/or WHOIS queries that result in significant degradation of system processing and response time. Regardless of the reason, in those instances when there is system performance degradation, MIDAS Alliance reserves the right, in its sole discretion, to filter or block electronic messages, data and/or processes originating from or traveling to the identified sources of the high volume traffic. MIDAS Alliance will attempt to selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. MIDAS Alliance further reserves the right to permanently filter or block repeated sources of high volumes of electronic traffic.

Finally, you acknowledge and agree that if your server is involved in an attack on any computer system, either with or without your knowledge or complicity, your account will be shut down while the matter is investigated and resolved in MIDAS Alliance's absolute discretion.

Suspension, Cancellation, Transfer or Modification of Service(s)

You acknowledge and agree that MIDAS Alliance may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in MIDAS Alliance's sole discretion and without notice to you. You also acknowledge and agree that MIDAS Alliance shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services. Without limiting the foregoing, MIDAS Alliance may, in its sole discretion, suspend, cancel, transfer or modify a domain name registration (a) to correct mistakes made by MIDAS Alliance, another registrar, or the applicable registry administrator, (b) to resolve a dispute related to that domain name, (c) within thirty (30) calendar days of the creation date of that domain name registration, (d) if you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five (5) calendar days of notice by MIDAS Alliance, (e) if you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or (f) if you use a domain name in connection with unlawful activity.

Ownership of Customer Content

Customer acknowledges and agrees that (a) unless expressly stated elsewhere, MIDAS Alliance has no proprietary, financial, or other interest in Customer's Content; (b) MIDAS Alliance does not, by virtue of offering or hosting Customer's Content, edit, distribute, market, sublicense, publish, or otherwise provide Customer's Content to end users; and (c) Customer is solely responsible for the information, data, graphics, text, quality, performance, and all other aspects of its Content. Customer warrants that it owns or has the right to use and offer the Content in connection with Customer's Marks in the manner in which such Content is offered and will be offered by Customer during the term of this Agreement.

Protection of Content

Customer acknowledges and agrees that Customer is solely responsible for ensuring the integrity of its Content. Although MIDAS Alliance may, from time to time, provide data backup services, Customer is advised that MIDAS Alliance is not an insurer and is in no way responsible for any damages resulting from the loss of Customer's Content, regardless of the reason for such loss. Customer is solely responsible for backing up/archiving Customer's Content.

Grant of License

Upon final and full payment of all fees associated with the Deliverables, MIDAS Alliance grants to Customer a limited, non exclusive, license to use, reproduce, display, and perform, works based upon the Deliverables, MIDAS Alliance, the Generic Modules, and all Intellectual

Property rights contained in the Custom Work Product on the designated domain. This license shall only extend to the extent necessary for the Customer to maintain a web site while hosted with MIDAS Alliance.

MIDAS Alliance's Rights

Custom Work Product, Software, MIDAS Alliance's Content, MIDAS Alliance Technology, the Generic Modules, and all Intellectual Property rights contained therein are and will remain the sole and exclusive property of MIDAS Alliance.

Customer to Cooperate

Customer will provide reasonable assistance and cooperation to MIDAS Alliance to acquire, transfer, maintain, perfect, and/or enforce the Intellectual Property rights in the web site (excluding content provided by Customer) and Custom Work Product, including, but not limited to, execution of a formal assignment or such other documents as may be reasonably requested by MIDAS Alliance. Customer hereby appoints the officers of MIDAS Alliance as Customer's lawyers in fact to execute such documents on Customer's behalf for this purpose.

Security Interest

To the extent that Customer has any interest or right with respect to the Deliverables, such interest or right shall be subject to (and Customer hereby grants to MIDAS Alliance) a security interest to the extent of the difference between the payments that are due and the payments that are actually made by the Customer for such Deliverables. Upon request of MIDAS Alliance, Customer shall execute any instrument required to perfect such security interest.

Professional Services

You may by virtue of submitting a statement of work (an "Order" or "SOW"), request that MIDAS Alliance perform certain "Professional Services" including but not limited to, custom import/export, custom coding in javascript or SQL, custom integrations, store setup, reports plus and/or quick view. Upon acceptance of such Order, MIDAS Alliance agrees to provide the requested Professional Services subject to the terms and conditions of this Agreement and these product specific terms. Any terms on the Order other than the description of the Professional Services requested and the agreed upon pricing are hereby rejected.

MIDAS Alliance Services; Client Obligations

Once all required Customer Content (defined below) is received and processed by MIDAS Alliance, MIDAS Alliance shall use commercially reasonable efforts to provide the deliverables (as defined in the applicable Order) and related services (the "Services") in accordance with the applicable Order. Customer shall provide MIDAS Alliance all necessary materials, data or intellectual property owned or controlled by Customer that are necessary to completion of the Services (collectively generally "Customer Content") in a timely fashion

free and clear of any royalty obligations, and in a digital format suitable for reproduction and satisfactory to MIDAS Alliance. MIDAS Alliance reserves the right but not the obligation to edit, reject or refuse to include in the Deliverables any Customer Content that MIDAS Alliance deems to violate its AUP. Customer understands the any proposals provided by MIDAS Alliance are considered proprietary and confidential information of MIDAS Alliance and that MIDAS Alliance is providing such information to Customer based on Customer's agreement to hold all such information in the strictest confidence and not disclose any such information to any third party, other than those employees of Customer who are bound by obligations of confidentiality and who need to know the information disclosed herein for purposes of evaluating whether to order the Professional Services.

Stored Content

MIDAS Alliance may provide Customer with certain services that require MIDAS Alliance to store Customer Content and/or other data on servers owned or controlled by MIDAS Alliance ("Stored Content"). To the extent that MIDAS Alliance agrees to provide such services to Customer, Customer hereby grants MIDAS Alliance the right and license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Stored Content as necessary for MIDAS Alliance to perform its obligations under this Agreement. MIDAS Alliance shall implement reasonable security procedures to protect the Stored Content from unauthorized access. If MIDAS Alliance adheres to such reasonable security procedures, as the same may be revised from time to time, there is a conclusive irrebuttable presumption that MIDAS Alliance has satisfied the foregoing obligation. Unless otherwise expressly agreed by MIDAS Alliance in writing, Stored Content may be returned to Customer or deleted or destroyed, at MIDAS Alliance's sole discretion, at any time and in no event will MIDAS Alliance be obligated to retain any Stored Content for longer than one year. Customer is solely responsible for creating back-ups of the Stored Content, and for reconstruction of Stored Content that is lost, deleted or destroyed for any reason. Although MIDAS Alliance believes that it takes reasonable precautions to prevent loss, alteration, or improper access to Stored Content, MIDAS Alliance makes no guarantees that any such loss, alteration or improper access will be prevented. Under no circumstances shall MIDAS Alliance be held responsible or liable for situations where the accuracy, security, stability or availability of Stored Content is compromised by: the Customer directly, by software or programs provided to MIDAS Alliance by Customer, actions MIDAS Alliance undertakes at the request of Customer, the performance or failure of any equipment, telecommunications service, Internet connection, Internet service provider, or any other third-party provider, or any other failure or problem not specifically attributable to MIDAS Alliance, or by any third party's action by illegal or illicit means, including situations where Stored Content is accessed or compromised through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to MIDAS Alliance at the time). IN THE EVENT THAT STORED CONTENT IS LOST, DELETED, DESTROYED OR DAMAGED DUE TO THE NEGLIGENCE OF MIDAS ALLIANCE, MIDAS ALLIANCE'S AGENTS OR EMPLOYEES, CLIENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE RESTORATION BY MIDAS ALLIANCE FROM CUSTOMER'S BACK-UP OF SUCH LOST, DELETED, DESTROYED OR DAMAGED STORED CONTENT, PROVIDED, HOWEVER, THAT SUCH RESTORATION CAN REASONABLY BE PERFORMED BY MIDAS ALLIANCE, AND PROVIDED, FURTHER, THAT CUSTOMER FURNISHES MIDAS ALLIANCE WITH ALL BACK-UP COPIES OF

STORED CONTENT NECESSARY FOR SUCH RESTORATION. Upon Customer's reasonable request, MIDAS Alliance will use commercially reasonable efforts to make available a copy of Customer's Stored Content so that Customer may make provisions for secondary off-site storage of such Stored Content, provided that such efforts may incur additional fees payable by Customer.

General Browsing

MIDAS Alliance gathers navigational information about where you go on our Web site. This information allows us to see which areas are most visited. This helps us improve the quality of visitors' online shopping experiences by recognizing and delivering more of the features, services and products our visitors prefer. Additional non-personally identifiable information (i.e. domain type, browser version, service provider and IP address) may be collected which will provide information regarding your use of our Web site (such as the time of your last visit to a page on our site).

Disclosure of Personal Information

Any information you provide to us at this site when you establish or update an account, purchase credits online or request information (i.e. name, address, e-mail address, telephone number and credit card information), is maintained in private files on our secure Web server and our internal systems. This information is used to enable MIDAS Alliance to deliver services to you. To ensure compliance with UK law, MIDAS Alliance does not maintain information provided by children under the age of 16.

You should be aware that we may disclose specific information about you if necessary to do so by law or based on our good faith belief that it is necessary to conform or comply with the law or is necessary to protect the users of our Web site, the site or the public.

MIDAS Alliance does not sell, rent or trade your e-mail address to third parties. We may, however, use third parties to help us provide services and marketing to you, such as fulfilling orders, processing payments, monitoring site activity, conducting surveys, and administering e-mails. If personally identifiable information (i.e. name, address, e-mail address, telephone number) is provided to any of these third parties, we will require that such information be maintained by them in strictest confidence.

Use of Cookies

This site uses cookies to enable you to navigate the site better as well as provide non-personally identifiable information to third parties to assist in our market research and to provide targeted marketing and information. Cookies also allow MIDAS Alliance to make our sites more responsive to your needs, by delivering a better and more personalized experience to you. The cookies are typically stored on your computer's hard drive and are used by MIDAS Alliance to help track your clicks as you go through the pages within a MIDAS Alliance Web site. In addition, MIDAS Alliance uses cookies to help keep track of support requests and to tell us whether you have previously visited a MIDAS Alliance website. This allows registered users to avoid reentering information upon every new visit to our site. If you prefer not to accept cookies, you can set your browser to either disallow cookies all together or have a browser alert you when a site is using a cookie. The exact method of

disabling cookies varies depending on the browser you are using; please consult the Help option in your browser for specific directions.

Updating Personal Information

We prefer to keep your personal information accurate and up-to-date. To do this, we provide you with the opportunity to update or modify your personal information including billing and shipping information by logging into your account.

Use of Forums / Discussion Boards

None of the information contained on our Website is medical, legal, business, or other advice or opinion of MIDAS Alliance. Any opinion expressed via this service is that of its author. Users are reminded that postings are automatic, instantaneous, and are not pre-reviewed. Additional facts and information on legal or other developments may affect the subjects discussed. Confidential information should not be discussed. MIDAS Alliance assumes no responsibility for the content or consequences, direct or indirect, of communications by users.

Links

For your convenience, our Web site may contain links to other sites. MIDAS Alliance is not responsible for the privacy practices or the content of such Web sites.