

Terms and Conditions – Doctor Net Limited

Version 3.1 – 26th August 2010

1. Definitions

1.1. In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise:

“Client”

means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from Docnet;

“Conditions”

these Standard Terms and Conditions;

“Contract”

the contract for the supply of any Services by Docnet to the Client comprising these Conditions and a Service Agreement;

“Fees”

the fees and charges payable by the Client as specified in the Service Agreement;

“Docnet”

Doctor Net Limited (company number 3303804);

“Month”

each calendar month during the Term and for these purposes, the first month begins from the Start Date and ends on the day preceding the day numerically equivalent to the Start Date in the following calendar month. If there is no such date in the following calendar month, then the first month ends on the last day of the first month ("Month End Date"). All subsequent months will all have the same Month End Date, or the last day of that subsequent month if earlier. By way of example:

Example 1, a Contract starts on 24th February. The first month ends on 23rd March. All subsequent months start on the 24th of the month and end on the 23rd of the next month.

Example 2, a Contract starts on 1st July. The first month ends on 31st July. All subsequent months start on the 1st of the month and end on the last day of the month (either the 28th for February or 29th in leap years, 30th for April, June, September and November, or 31st for January, March, May, July, August, October and December).

Example 3, a Contract starts on 30th November. The first month ends on 29th December. All subsequent months start on the 30th of the month and end on the 29th of the next month. In February, the month will end on the 28th, if it is not a leap year, and the following month will start on the 1st March and end on the 29th March.

Example 4, a Contract commences on 1st February. The first month ends on 28th February, or 29th in a leap year. The next month starts on the 1st March, and all subsequent months start on the 29th of the month or the 30th, if the first month fell in a leap year, and end on the 28th of the next month, or the 29th where the first month fell in a leap year.

“Site”

any website which Docnet has developed under the terms of the Service Agreement;

“Services”

the consultancy, professional and support services which Docnet has agreed to provide pursuant to the Service Agreement and these Conditions;

“Service Agreement”

the service agreement entered into between the Client and Docnet;

“Start Date”

the start date for the provision of the Services as referred to and identified in the Service Agreement for those Services;

“Term”

the term of the Contract as specified in the Service Agreement;

1.2 In these Conditions:

- 1.2.1. references to any statute or statutory provision shall, unless the context otherwise requires be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- 1.2.2. references to the masculine include the feminine and the neuter and the singular include the plural and vice versa as the context admits or requires;
- 1.2.3. words importing persons include individuals, bodies corporate and unincorporate; and
- 1.2.4. headings will not affect their construction.

2. Application of the terms

- 2.1. These Conditions to the exclusion of all previous terms and conditions issued by Docnet shall apply to any Service Agreement entered into after the date on which these Conditions were posted on the Site.
- 2.2. These Conditions are deemed to be fully read, understood and accepted by the Client upon signature of the Service Agreement.
- 2.3. No variation or alteration to these Conditions or any representations about the Services shall have any effect unless expressly agreed and confirmed in writing by a director of Docnet.

3. Services Generally

- 3.1. Docnet shall be entitled at anytime without notifying the Client to make changes to the Services which are necessary to comply with any applicable security or other statutory requirements and shall determine the manner in which the Services are provided.
- 3.2. Any intellectual property, software, ideas, concepts, know-how, techniques, patents, trade marks, service marks, design rights (whether capable of registration or not) developed by Docnet or obtained during the execution of the Services will be owned exclusively by Docnet.
- 3.3. With effect from the Start Date Docnet shall provide the Services for the Term subject to the provisions of these Conditions.
- 3.4. Docnet shall not be responsible for any failure to provide the Services, or unavailability of the Site, as a result of circumstances beyond its reasonable control but the Client accepts that it shall still be responsible for the payment of the Fees as if the Services had been properly provided.
- 3.5. The Client accepts that:
 - 3.5.1. Docnet shall not be liable for any failure to provide the Services (or any part thereof) as a result of the Client's failure to comply with the Contract;
 - 3.5.2. if any quota of Services which are to be used with any period of time specified in the Service Agreement are not used within that period of time; then in each case the Client shall still be responsible for the full payment of the Fees as if the Services had been properly and fully provided (and for the avoidance of doubt Docnet shall not be liable for providing any unused Services and such Services may not be carried over to any subsequent period).

4. Liability

- 4.1. Docnet will not be liable (whether in contract or tort) for:
 - 4.1.1. any loss of copy, artwork, photographs, data or other materials that the Client supplies to Docnet and the Client shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatsoever purposes it may require;
 - 4.1.2. any mistakes or errors whatsoever that arise during the course of provision of the Services or any loss of information or data or any damage thereto in each case as a result of circumstances beyond its reasonable control or which arise as a result of the acts or omissions of the Client;
 - 4.1.3. for any loss of profit, loss of revenue or contracts or any indirect, special, economic or consequential loss (whether caused by the negligence of Docnet, its employees or agents);
 - 4.1.4. any delay, costs, expense, loss (including loss of profit), damage or liability (including without limitation as a result of any hardware failure, provision or use of software, virus, deletion, corruption, loss

or removal of data) howsoever caused arising from any matter beyond the reasonable control of Docnet or as a result of the acts or omissions of the Client;

4.2. In no event shall Docnet's liability to the Client under or in relation to the Contract (whether in contract or tort) exceed the amount of the Fees.

4.3. Nothing in this Contract will restrict or exclude Docnet's liability for death or personal injury caused by its own negligence.

4.4. The Client agrees and acknowledges that save as expressly provided in the Contract no condition, warranty or representation of any kind is, has been, or will be, given by or on behalf of Docnet in respect of or in connection with the Services or the Contract and accordingly the Client confirms that it has not, in entering into the Contract, relied on any condition, warranty or representation by Docnet or any person on its behalf, express or implied, whether arising by law or otherwise in relation to or in connection with the Services or the Contract. The benefit of any such condition, warranty or representation by Docnet is hereby irrevocably and unconditionally waived by the Client.

5. Payment Provisions

5.1. Docnet will invoice the Client for the Fees in accordance with the terms of the Contract, subject to clause 5.2 below.

5.2. All sums due in respect of the Fees are exclusive of any value added tax or other applicable sales tax, for which the Client shall be additionally liable.

5.3. The Client will pay Docnet for any additional services provided by Docnet that are not specified in the Schedule of Services in accordance with Docnet's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.

5.4. If the Client fails to pay any amount owing to Docnet when due then Docnet reserves the right to charge interest (after as well as before judgment) on that amount at the rate of 4% per annum above the base rate of Barclays Bank plc, (without prejudice to Docnet's other rights under the Contract, which includes these Conditions). Such interest shall accrue from the due date until payment is made in full and shall be compounded monthly;

6. Termination and Cancellation

6.1. Subject to the provisions of the Contract, the Services shall be provided for the Term.

6.2. The Contract and these Conditions apply for the Term unless terminated under this Clause 6.

6.3. Either party may, at its sole discretion, terminate the Contract at any time by notice in writing to the other party (the "Defaulting Party") if:

6.3.1. the Defaulting Party fails to pay to the other party any amount when due; or

6.3.2. if the Defaulting Party is in breach of the Contract and fails to remedy such breach within 14 days of notice from the other party requiring it to be remedied.

6.5. Upon termination of the Contract the provision of the Services shall immediately cease and the full amount of any sums owing to Docnet by the Client in respect of the Services, whether or not provided, shall become payable with immediate effect.

6.6. The Client shall be responsible for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by Docnet arising out of the Client's breach of its obligations under the Contract (including, without limitation, on a solicitor and own client basis, any legal fees and disbursements reasonably incurred by Docnet).

7. Notices

7.1. A notice required or permitted to be given under these Conditions shall:

7.1.1. be in writing addressed to that other party at its registered office or principal place of business or such other relevant address as may at the relevant time have been notified pursuant to this provision to the other party giving the notice; or

7.2. The Client is responsible for notifying Docnet of any changes to its email address. Such notification shall request an acknowledgement of receipt and shall be confirmed in writing and sent to Docnet by first class post or by facsimile.

8. General

8.1. The Client shall not be entitled to assign the Contract nor any or all of its rights and obligations hereunder.

8.2. If any provision of these Conditions shall be invalid or unenforceable, it shall not affect any other provision, which shall remain in full force and effect.

8.3. The Contract constitutes the entire agreement between the Client and Docnet in respect of the Services.

8.4. Any waiver by Docnet of any breach of, or any default under, any provision of the Contract by the Client will not be deemed to be a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

8.5. Failure or delay by Docnet in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

8.6. The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

8.7 The headings to these terms and conditions are included for ease of reference only and shall not affect the interpretation of such terms and conditions.

9. Force Majeure

9.1. Neither the Client nor Docnet shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

10. Non-poaching of Staff

10.1. The Client covenants with Docnet that it shall not either during the term of this Agreement or within a period of 18 months thereafter directly or indirectly entice away or endeavour to entice away from Docnet any person who has during the previous 18 months been employed by Docnet.

10.2. Docnet estimate of the damage that a breach of Clause 10.1 above would have upon its business is quantified as liquidated damages in an amount equal to 200% of the employee's existing gross annual salary.

11. Order of Precedence

11.1. In the event of any conflict between the terms and conditions herein, the schedules hereto or any other document the following order of precedence shall apply:

1. The Service Agreement
2. These Terms and Conditions

12. Law

12.1. These Conditions and any contract into which these Conditions are incorporated, shall be governed by and construed in accordance with English law and the parties submit to the non exclusive jurisdiction of the English courts.

THIS SCHEDULE REPLACES ALL PREVIOUS SCHEDULES TO THESE TERMS AND CONDITIONS