



hosting systems

# Terms & Conditions

Updated: 04/12/2020

## 1. SERVICES TERMS AND CONDITIONS

1. **What these terms cover.** These are the terms and conditions on which we supply services to you.
2. **Why you should read them.** Please read these terms. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
  - You are an individual.
  - You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
4. **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase, unless there are some additional terms and conditions relevant to the service or product you have purchased. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us

which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

1. **Who we are.** We are Hosting Systems Limited a company registered in England and Wales. Our company registration number is 4212030 and our registered office is at The Hub, Trentham Business Quarter, Bellringer Road Trentham Lakes, Stoke on Trent, Staffordshire ST4 8GB. Our registered VAT number is 225 4532 26.
2. **How to contact us.** You can contact us by telephoning on 01782 608608 or writing to our customer service team using the details listed on our website <https://hostingsystems.uk/company/contactus/>
3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address to the then current contact details specified in your default account or to the contact details you provided to us in your order.
4. **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the service. This might be, for example, because of unexpected limits on our resources which we could not reasonably plan for, we deem the order to be fraudulent, a technical issue results in the need for the order to be cancelled, an order is made by anyone who is not eligible to make such an order as stated by a specific offer/product terms and conditions (i.e. offers which are only applicable to residents of specific countries), because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.
3. **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will take steps to

minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

4. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you. If so, we may contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 7.2 will apply). We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
5. **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a service:
  - a) to deal with technical problems or make minor technical changes;
  - b) to update the service to reflect changes in relevant laws and regulatory requirements and domain registry requirements and ICANN policies and requirements;
  - c) where you are in breach of these terms and conditions or our [Acceptable Use Policies](#);
  - d) to make changes to the service as requested by you or notified by us to you (see clause 5).
6. **Your rights if we suspend the supply of services.** Where possible, we will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or an emergency. If we have to suspend the service, in some circumstances you may have a right to claim a refund; contact us for further information.
7. **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10.4), we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you validly dispute the unpaid invoice (see clause 10.8).

#### 4. YOUR RIGHTS TO END THE CONTRACT

1. **Ending your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- a) **If the service is defective or misdescribed you may have a legal right to end the contract** (or a service re-performed or to get some or all of your money back), **see** clause 9 if you are a consumer;
- b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 4.2;
- c) **If you are a consumer and have just changed your mind about the service, see** clause 4.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to the service or these terms which you do not agree to (see clause 5.2);
- b) we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;
- c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 weeks; or
- e) you have a legal right to end the contract because of something we have done wrong.

3. **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

4. **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of services, once these have been completed, even if the cancellation period is still running;

5. **How long do consumers have to change their minds?** As you have bought services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

## 5. OUR RIGHTS TO MAKE CHANGES

1. **Minor changes to the services.** We may change the service:
  - a. to reflect changes in relevant laws and regulatory requirements; and
  - b. to implement minor technical adjustments and improvements, for example to address a security threat.
2. **More significant changes to the services and these terms.** In addition, we may make more significant changes to these terms or the service, but if we do so we will notify you and, if those changes materially adversely affect your use of the service, you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

## 6. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
  - a) **Phone or email.** Call or email customer services using the details listed on our [contact page](#). Once account ownership has been verified please provide your name, home address, details of the order and, where available, your phone number and email address.
  - b) **By post.** Simply write to us at our address above, including details of what you bought, when you ordered or received it and your name and address.
2. **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.
3. **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 7. OUR RIGHTS TO END THE CONTRACT

1. **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:
  - a) you do not make any payment to us when it is due;
  - b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
  - c) you are in breach of these terms and conditions or our [Acceptable Use Policies](#)
  
2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking of the contract (this may include any charges we incur investigating the cause of a problem where it turns out to be your fault).
  
3. **We may withdraw the service.** We may write to you to let you know that we are going to stop providing the service. We will let you know at least 1 month in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services which will not be provided.

## 8. IF THERE IS A PROBLEM WITH THE SERVICE

**How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can telephone or write to our customer service team using the details listed on our [contact page](#).

## 9. YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A CONSUMER

1. If you are a consumer we are under a legal duty to supply services that are in conformity with this contract and you are entitled under the Consumer Rights Act 2015 to ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

## 10. PRICE AND PAYMENT

1. **Where to find the price for the service.** The price of the service (which does not include VAT) will be the price indicated on our website, or provided in an email or written quotation. The price for any (i) auto renewals is provided as set out

in clause 10.5 and (ii) periodic subscription payments is provided as set out in clause 10.6. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the service you order.

2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.
3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid after deducting from any refund an amount for the supply of the service for the period for which it was supplied.
4. **When you must pay and how you must pay.** We accept payment with Direct Debit, Visa, MasterCard, MasterCard Debit Card, Visa Delta, Maestro, Bank Transfer and Cheque. When you must pay depends on what service you are buying:
  - a) For repeat services, we will invoice you periodically (depending on payment option choice) in advance for the services until the services are completed.
  - b) For non-repeat services, we will invoice you in advance with the requested payment terms on the invoice.
  - c) Pro-forma invoices may be used where payment is required in advance of invoicing, these require immediate payment and an invoice will be sent afterwards.

An invoice will be generated automatically and sent to you.

5. **Auto-renewals.** We operate a default auto-renew policy on all of our services purchased on a billing cycle of a year or longer designed to ensure continuity of service. You can opt out from auto-renew and manage your auto-renew settings by emailing us. All services automatically renewed shall be for the same period as their initial or renewal term. You will be sent an invoice for the service that has been auto renewed. You agree that you are solely responsible for ensuring that the services are renewed and we shall have no liability to you or any third party in connection with the renewal, including, but not limited to,

any failure in the renewal process.

6. **Subscriptions.** For services purchased on a monthly, quarterly or annual billing cycle, we will bill you periodically and automatically based on the period selected when your initial order was placed. We will notify you of any increase in your periodic subscription payments before such take effect together with your option to cancel your contract for the services and, following such a price increase, you will have the right to cancel your contract and claim a refund for such payment before the start of the relevant billing period. In the event the payment fails, we will notify you via email to the then current email address specified in your default account. It will be your responsibility to make alternative payment arrangements for the continuation of the services. It is your responsibility to ensure that your bill is paid to avoid any disruption to your services. You agree that you are solely responsible for ensuring that the services are paid for and we shall have no liability to you or any third party in connection with services that are suspended for non-payment, including, but not limited to, any failure in the subscription payment process.
7. **No right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
8. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
3. **We are not liable for business losses.** If you are a consumer we only supply the services to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as



set out in clause 12.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

1. Nothing in these terms shall limit or exclude our liability for:
  - a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - b) fraud or fraudulent misrepresentation;
  - c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
  
2. Subject to clause 12.1:
  - a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of (i) £100 and (ii) one hundred per cent (100%) of the total sums paid by you for services under such contract in the 12 months prior to such liability arising.

## **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

1. **How we will use your personal information.** We will use the personal information you provide to us:
  - a) to supply the services to you;
  - b) to process your payment for the services;
  - c) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us; and
  - d) as otherwise set out in our [Privacy Policies](#).
  
2. **We will only give your personal information to third parties where the law either requires or allows us to do so or in the circumstances described in our [Privacy Policies](#).**

## 14. DATA PROCESSING

1. If we processes any personal data (including any sensitive personal data and special categories of personal data) on your behalf when performing our obligations or any services under this agreement, we both record our intention that you shall be the data controller and we shall be a data processor and in any such case:
  - a) we both acknowledge and agree that we shall both comply with our obligations under the applicable data protection laws and regulations;
  - b) you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you are located in order to carry out our obligations under this agreement (including but not limited to transfers and access provision given to our third party affiliates and subcontractors outside of the EEA);
  - c) we may authorise any third party (subcontractor) to process the personal data;
  - d) you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this agreement on your behalf;
  - e) you shall ensure that the relevant third parties / data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
  - f) we shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by you from time to time;
  - g) you acknowledge that we are reliant on you for direction as to the extent to which we are entitled to use and process the personal data. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instructions.
  
2. We both shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

### General Data Protection Regulation ("GDPR")

- a) we both acknowledge and agree that we both will comply with our obligations under the GDPR;
- b) we shall:
  - i. process the personal data only on documented instructions from you, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which we are

- subject; in such a case, we shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ii. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - iii. take all measures required pursuant to Article 32 of the GDPR (Security of processing) including by taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
  - iv. respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor including that (i) we shall not engage another processor without prior specific or general written authorisation of you. In the case of general written authorisation, we shall inform you of any intended changes concerning the addition or replacement of other processors, thereby giving you the opportunity to object to such changes and (ii) where we engage another processor for carrying out specific processing activities on behalf of you, the same data protection obligations as set out in this agreement or other legal act between you and us shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR and where that other processor fails to fulfil its data protection obligations, we shall remain fully liable to you for the performance of that other processor's obligations;
  - v. taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
  - vi. assist you in ensuring compliance with the obligations pursuant to Articles 32 (Security of processing), 33 (Notification of a personal data breach to the supervisory authority), 34 (Communication of a personal data breach to the data subject), 35 (Data protection impact assessment) and 36 (Prior consultation) of the GDPR taking into account the nature of processing and the information available to us;
  - vii. at your choice, delete or return all the personal data to you after the end of the provision of services relating to processing,

and delete existing copies unless Union or Member State law requires storage of the personal data;

- viii. make available to you all information necessary to demonstrate compliance with the obligations laid down in this clause 14.2(b) and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you;
- ix. maintain a record of all categories of processing activities carried out on behalf of you, containing: (a) the name and contact details of the processor or processors and of you on behalf of who we are acting, and, where applicable, of you or our representative, and the data protection officer; (b) the categories of processing carried out on behalf of you; (c) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documentation of suitable safeguards; (d) where possible, a general description of the technical and organisational security measures referred to in Article 32(1) (Security of processing).

3. You agree to indemnify and keep indemnified and defend at your own expense us against all costs, claims, damages or expenses (including any regulatory fines) we incur or for which we may become liable due to any failure by you or your employees or agents to comply with any of your obligations under clauses 14.1 and 14.2.

## 15. OTHER IMPORTANT TERMS

1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will

remain in full force and effect.

5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
6. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
7. Please note that disputes may be submitted for online resolution to the European Commission [Online Dispute Resolution platform](#)
8. **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim
9. **We will implement and maintain a Disaster Recovery Plan (DRP) , a Business Continuity Plan (BCP) and a Data Retention Document (DR).** These documents will remain confidential as information maintained within the documents creates a risk to the security of our infrastructure. The following in regard to the DRP, BCP and DR will be adhered to:
  - a) Business Continuity is at the core of all business tasks and training.
  - b) We maintain the documents DRP, BCP and DR and review them on a regular basis.
  - c) We will maintain backups of systems where appropriate and practicable to do so.
  - d) We maintain audit logs of all Data Breaches, Client Hacks, Weakness, Threats, Health & Safety, Hardware failure, Ongoing Issues and Changes along with details of associated risk.

e) We maintain and adhere where is reasonable practicable to the following documents:

|        |   |
|--------|---|
| ISMS01 | Statement of Applicability (SoA)                          |
| ISMS02 | Acceptable Use Policy                                     |
| ISMS03 | Access Control Policy                                     |
| ISMS04 | Asset Management Policy                                   |
| ISMS05 | Corporate Digital Records Preservation Policy             |
| ISMS06 | Corporate Records Management Policy                       |
| ISMS07 | Encryption Policy   |
| ISMS08 | ICT Security Policy                                       |
| ISMS09 | Information Backup and Restore Policy                     |
| ISMS10 | Information Classification and Handling Policy            |
| ISMS11 | Internet and Email Acceptable Use Policy                  |
| ISMS12 | ISMS Policy   |
| ISMS13 | Operational Management                                    |
| ISMS14 | Password Policy   |
| ISMS15 | Record Disposal Policy                                    |
| ISMS16 | Scanning and Disposal Policy                              |
| ISMS17 | Secure Desk Policy  |
| ISMS18 | Secure Email Policy                                       |
| ISMS19 | Security Incident Management Policy                       |
| ISMS20 | Server Security Policy                                    |
| ISMS21 | Supplier Security Policy                                  |
| ISMS22 | Third Party Connection Policy                             |
| ISMS23 | Wireless Network Policy                                   |
| ISMS24 | Data Protection & Storage Media Handling Procedure        |
| ISMS25 | Desktop PC Security Procedure                             |
| ISMS26 | Disposal of ICT Equipment Procedure                       |
| ISMS27 | Document and Record Control Procedure                     |
| ISMS28 | Business Continuity Policy Manual                         |
| ISMS29 | Improvement Procedure                                     |
| ISMS30 | Incident Reporting and Management Procedure               |
| ISMS31 | Information Classification and Handling Procedure         |
| ISMS32 | Information Systems Development and Maintenance Procedure |
| ISMS33 | ISMS Internal Audit Procedure                             |
| ISMS34 | Laptop & Mobile Device Security Procedure                 |
| ISMS35 | Malicious Software and Anti-Virus Procedure               |
| ISMS36 | Mobile Phone Procedure                                    |
| ISMS37 | Physical and Environmental Infrastructure Procedure       |
| ISMS38 | Records Appraisal Procedure                               |
| ISMS39 | Risk Assessment and Treatment Procedure                   |
| ISMS40 | Security Awareness Procedure                              |
| ISMS41 | Teleworking and Mobile Working Procedure                  |
| ISMS42 | Management Review Procedure                               |

## SCHEDULE 1

### CLOUD SERVICE SPECIFIC TERMS

#### 1. INTERPRETATION

##### 1. Definitions

AUP

means our [Acceptable Use Policies](#).

Contact Information

means the following details about an individual or organisation:

- Your name
- Postal address
- Telephone number(s)
- Email address.

Contacts

means individuals or organisations identified by their Contact Information as we have stored.

Data Material

means distinct pieces of machine readable information which can be in the form of images, text (on websites and email), software, collection of software codes and scripts, and any other machine readable information used in connection with Hosting Systems.

Domain Privacy Protector

means the service that protects your Contact Information being displayed in the publicly accessible WHOIS.

Fees

means the fees due for the provision of the services as calculated in accordance with the price list as available on our website.

Inappropriate Material

means material that is in breach of our AUP or that under the laws of any jurisdiction where the material can be accessed is any of the following: - unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, is deemed unacceptable adult material, profane, libellous, defamatory, breaches the rights (including without limit IPRs) of any third party, constitutes or



encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

#### Intellectual Property Rights

means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

#### Netiquette

means generally accepted standards for use of the Internet such as but not limited to not sending bulk unsolicited Email, spamvertising, mail bombing, misrepresenting the holding of third party authorisation and impersonating another person.

#### Offers

means discounts and/or promotions that apply to services we offer that may affect the Fees and/or the features for the service.

#### Server

means the computer server equipment we operate in connection with the provision of the services.

#### WHOIS

means a publicly accessible database that stores the registered assignees of domain names.

#### WHOIS Information

means Contact Information that is displayed in the publicly accessible WHOIS.

## 2. ALL SERVICES

1. You agree that you will:
  - a. ensure that all your communication details which are provided to us are at all times true, current, accurate and complete and you shall

promptly notify us of any such alterations thereto from time to time and you acknowledge that we shall not be liable for any costs, damages or loss which you may suffer or incur as a result of failure to notify such changes to us;

- b. ensure that you have all necessary consents, permissions and licences to make use of the services including without limit registration under the Data Protection Act 1998 and any applicable licence requirements under the Communications Act 2003;
- c. immediately notify us if you become aware of any unauthorised use of all or any of the services;
- d. not use the services or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any Inappropriate Material whether under English law or regulation, the laws or regulations of your country or any other place where the results of such purpose or such material can be accessed;
- e. not use the services or allow them to be used for the publication, linking to, issue or display of any material which in our absolute discretion may harm us or any of our customers or bring us into disrepute or may call into question any action we take on your behalf;
- f. not use the services or allow them to be used in breach of good Netiquette practices or use any service provided by any third party (including without limit a website and/or email) for the publication, linking to, issue or display of any material which refers to a website we host or any other services we offer from time to time;
- g. ensure that all material on any website operated by you from time to time or communicated through such site is checked for viruses and other harmful code;
- h. ensure that all passwords are at all times kept confidential, used properly and not disclosed to unauthorised people; and if you have any reason to believe that any password has become known to someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way or of any other breach of security then you shall inform us immediately;
- i. be entirely liable for all activities conducted and any charges incurred due to insecure or comprised passwords, whether authorised by you or not, and you acknowledge that we shall not be liable for any loss of confidentiality or for any damages arising from you not complying with these conditions;
- j. not use the services in a manner which infringes a third party's copyright or other Intellectual Property Rights of whatsoever nature;
- k. not use the services in any way that leads to a risk of or causes an excessive load on the server/network we provide in connection with the services;
- l. comply fully with our [Acceptable Use Policies](#);
- m. be responsible for keeping a frequent and secure offsite back-up copy of all your Data Material used with all services, in addition to any back-up services we provide;

- n. allow us access to your Data Material to check for any infringements of your obligations under this agreement, and, when the situation necessitates, to remove or disable any such infringements from time to time;
2. You acknowledge and accept that to enable us to properly provide the services you must co-operate with us as we require.
3. You acknowledge that in order to make proper use of the services you should have a basic knowledge of how the Internet functions and what types of use are and are not acceptable. You acknowledge that we shall have no obligation to:
  - a) manipulate any material which you wish to and/or do post on any website you operate or any communication which you issue or send in connection with any of the services;
  - b) validate or vet such material for usability, legality, content or correctness.
4. You authorise the storing of your bank details by us for use in subsequent orders.
5. You accept and acknowledge that we will provide your data to third parties where we have an obligation to do so in order to provide the service and/or for the purpose of gathering feedback to help improve the service and to analyse usage trends as further set out in our [Privacy Policies](#) and [Cookie Policy](#).
6. All Internet traffic is routed onto the Internet via Dual BGB routing using third party companies Cogent Ltd (<http://www.cogentco.com>) & Avensys Ltd. (<http://www.avensys.net/>)

### 3. DOMAIN NAME SERVICES

1. For all UK domain name registrations (me.uk, org.uk, uk, co.uk etc) you are entering into an agreement with Nominet UK, who administer the .uk namespace. Their terms and conditions can be found at <https://www.nominet.uk/resources/policy/policies-rules/>.
2. For .EU domain name registrations you are entering into an agreement with EURid, who administer the .eu namespace. Their terms and conditions can be found at [https://eurid.eu/media/filer\\_public/f4/36/f4366fa9-186a-4674-9887-e525983c1c0b/terms\\_and\\_conditions\\_en.pdf](https://eurid.eu/media/filer_public/f4/36/f4366fa9-186a-4674-9887-e525983c1c0b/terms_and_conditions_en.pdf) and <https://eurid.eu/en/about-us/document-repository/>.

3. For .UK.COM domain name registrations you are entering into an agreement with CentralNic. View their terms and conditions <https://www.centralnic.com/support/terms/domains>.
4. For all other domain name registrations you are entering into an agreement with Key Systems. Their terms and conditions can be found at <https://www.key-systems.net/en/terms-and-conditions>.

#### **Domain name renewal process**

5. Once a domain is transferred to us, or is registered with us, your domain will be renewed every two years unless stated otherwise. We will email you in advance of your domain renewal to inform you that we will renew the domain, along with a date you must inform us by if you wish to cancel. To cancel, you may email us or use the link in the email to cancel the domain renewal. If you do not cancel the renewal, the domain will be renewed and payment will be required for the invoiced period.
6. Domains requested to be on auto renewal will not receive an email regarding renewal and will be auto renewed.
7. Customers who do not have a direct debit set up will be emailed a pro forma invoice in advance of the domain renewal and payment of the pro forma invoice is required before the domain is renewed. Failure to make payment could result in the loss of the domain.

#### **Domain name registration and renewal**

8. We make no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful because domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by us on your behalf.
9. You recognise and accept that we reserve the right to reject any request by you to register any particular domain name or to discontinue processing such a request if we consider such application might expose us to legal or other proceedings.
10. The extent of our service in relation to the registration of domain names is:
  - a) to forward your application to the appropriate registry;
  - b) to provide administrative support in securing the registration;
  - c) to notify you of the outcome of the application.

You warrant to us that:

- a) all information you provide to us is true and correct, and that any additions or alterations thereto in the future will also be true and correct;

- b) you have the legal right to apply for and use the domain name(s) as a website and/or email address; and
  - c) the domain name(s) and its use as a website and/or email address does not and will not infringe the Intellectual Property Rights or any other rights of a third party.
11. You acknowledge that the application process, registration and subsequent use of any domain name will be subject to the rules and policies from time to time of the relevant registry and you agree to abide by all such rules and policies. Accordingly, you undertake to read those rules and policies before applying for a domain name (copies are generally available from the relevant registry's website and are available from us by request).
  12. Domain name orders must be sent in writing (email) and will not be accepted over the phone. You are liable for any domain that you mistyped. If we make a mistake in the registration, we will re-order the correct domain name.
  13. You agree and acknowledge that we will make registration information provided by you in relation to the requested domain, as stated in the order, available to Key Systems, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority.
  14. You further acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided, for purposes of inspection (such as through the WHOIS service) or other purposes as required or permitted by Key Systems, Nominet and applicable law.
  15. The relevant domain name registry will include the names of you and the administrative contact and other details relating to them. This information (if it refers to individuals) is 'personal data' for the purposes of data protection legislation. For .EU domain names changes to this data once it has been entered into the EURid registry will incur an administration fee.

#### **Domain transfer**

16. Where the transfer of any domain name has to be effected by your new provider, then, subject to your compliance with the terms of this agreement, we will co-operate with the new provider to allow the transfer to take place.
17. We will not transfer a domain name until all Fees attributable to the domain name services which are due have been paid by you to us.
18. On receipt of a transfer request, we will use our reasonable endeavours to process the transfer request, but will not be responsible for any delay in effecting such transfer due to acts or omissions of your current provider or new

provider (as applicable) or the registry/registrar.

19. When requesting the transfer of a gTLD domain name to us, you acknowledge that:
- a) The domain name has been unlocked (if applicable) and the current provider is aware of, and willing to approve, the outbound transfer.
  - b) Submission of a domain name transfer request to us does not guarantee that the transfer will be successful.
  - c) Until such time as you receive a transfer completion notice issued by us, management of the domain name(s) being transferred remains your sole responsibility. This includes meeting renewal deadlines and paying any amounts owed to the existing provider.
  - d) If, after 28 days, we have been unable to transfer the domain name, the transfer will be deemed to have failed. You will need to re-raise the transfer for it to continue.

#### **Transfer Assistance Service**

20. By using our transfer assistance service, you agree to allow us to act as your agent to facilitate the transfer of domain names on your behalf. This includes but is not limited to:
- a) Unlocking domain names;
  - b) Changing domain Internet Provider Security ("IPS") tags for UK domains;
  - c) Obtaining transfer authorisation codes ("EPP") for non UK domains, i.e. COM, NET, ORG, BIZ, INFO;
  - d) Confirming and authorising transfers with third parties;
  - e) Creating an account with us for new customers;
  - f) Initiating transfers via our system.
21. As part of this service, you may be required to provide login details for third party services. We agree to use personal data in accordance to our **Privacy Policies**.
22. You agree to (whereby you agree that your failure to perform these responsibilities shall be deemed a material breach of this agreement):
- a) Granting us the necessary rights to third party accounts as needed for us to carry out the services under this agreement.
  - b) Reset any login information provided to us once the domain transfers are complete.
  - c) Contacting us with notice of your decision to cancel or discontinue the services. If no such notification is given to us by you, we will assume you are satisfied with and accept all services.

23. We do not accept responsibility for any issues with third party systems for the duration of this service.

24. You acknowledge that we shall not be liable for any damages arising from the activities we conduct in third party accounts.

#### **Domain dispute resolution**

25. Your use of a domain name once registered may be challenged by a third party; if so, or if any other dispute arises the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of your application for a domain name or the registration of a domain name allocated to you to a third party and we will have no responsibility or involvement in relation thereto.

26. You acknowledge that, should any disputes arise out of the registration of any domain name(s), we are acting under instruction by you and therefore you shall resolve any disputes in accordance with the respective naming authority's dispute resolution policies which include the following:

.UK domains - <http://www.nominet.org.uk/disputes>

gTLDs - <https://www.key-systems.net/en/registration-agreement>

.UK.COM - <https://www.centralnic.com/support/dispute>

## **4. HOSTING**

#### **Web hosting & web forwarding**

1. Website hosting and web forwarding covers all shared hosting services available on our website, include Linux, Windows Servers and Databases.

2. You acknowledge that you have appropriate knowledge of how the Internet functions, the systems and services provided to you.

3. You acknowledge that you have appropriate knowledge and what types of use and content are and are not acceptable, some of which are referred to in our AUP. You acknowledge that we shall have no obligation to:

- a) train you or your staff on your use of the services;
- b) manipulate any material which you wish to and/or do post on any website or other system you operate or any communication which you issue or send in connection with any services; or
- c) validate, vet or edit such material for content, correctness, legality or usability.

4. You warrant that you have the necessary knowledge and acknowledge that it is not our responsibility to provide such knowledge or to provide customer

support unless otherwise agreed in writing with us.

5. You acknowledge and accept that you bear sole responsibility, legal and otherwise, for the content of all material appearing on your website ("**Material**"). For the avoidance of doubt, this clause shall apply to all material, whether posted on your website by or on your behalf (whether by us or a third party).
6. You undertake not to link to any Inappropriate Material from your website.
7. You agree and understand that you are responsible for ensuring that the bandwidth or data transfer for a service does not exceed the allowances set as part of your order or in the AUP.
8. If your bandwidth either exceeds the allowance set as part of your service or reaches the point where it has an adverse effect on other customers we reserve the right to:
  - a) disable your site, without prior notice, until you can reduce your bandwidth usage; or
  - b) charge you for excess bandwidth usage, over and above the service allowance.
9. You either have sole ownership of all Intellectual Property Rights in such Material in each jurisdiction from which the website may be accessed and/or have obtained full and effective licence(s) from all relevant third parties allowing you or a third party acting on your behalf to use the Material and to permit its dissemination worldwide.
10. We shall retain the right at all times to refuse to post any material and to suspend availability of the services, where an allegation of defamation or Intellectual Property Right infringement is made by a third party or place a link on the website to another website containing the alleged's version of events and/or to remove any Data Material already appearing on the website which in our opinion may under the laws of any jurisdiction from which it is possible to access the relevant website:
  - a) constitutes or would if posted constitute Inappropriate Material;
  - b) breaches or would if posted breach applicable legislation or any other applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory); and/or
  - c) harms or would, if posted, harm our reputation in any way.

#### **Website migration assistance**



11. By using our website migration assistance, you agree to allow us to act as your agent to facilitate the transfer of website files and databases on your behalf. This includes but is not limited to:
  - a) Carrying out an initial assessment of the website to determine if it can be supported on our hosting platform
  - b) Accessing third party systems to retrieve website files and databases
  - c) Creating a backup copy of any files for disaster recovery purposes
  - d) Carrying out virus / malware scans on website files
  - e) Creating databases and FTP accounts within your Hosting Systems account
12. We will only migrate websites free of vulnerabilities, viruses or other compromised content.
13. As part of this service, you may be required to provide login details for third party services. We agree to use personal data in accordance to our [Privacy Policy](#).
14. You agree to (whereby you agree that your failure to perform these responsibilities shall be deemed a material breach of this agreement):
  - a) Granting us the necessary rights to third party accounts as needed for us to carry out the services under this agreement.
  - b) Reset any login information provided to us once the migration is complete.
  - c) Contacting us with notice of your decision to cancel or discontinue the services in advance of the renewal date. If no such notification is given to us by you, we will assume you are satisfied with and accept all services.
15. We will endeavour to complete website migrations in a timely fashion and without interruption or incidents. You understand that depending on the complexity of the migration, there is no guaranteed timeframe in which the consolidation will be finalised.
16. We do not accept responsibility for any issues with third party systems for the duration of this service.
17. You acknowledge that we shall not be liable for any damages arising from the activities we conduct in third party accounts.

#### **Email hosting & email forwarding**

18. You undertake that you will not (and will ensure that others under your control will not) via email:

- a) transmit Inappropriate Material;
- b) infringe our AUP;
- c) forge mail headers or any other information;
- d) harass, whether through language, frequency, or size of messages.

19. When sending email, you acknowledge that you are responsible for complying with any applicable legislation.
20. You acknowledge that we are not responsible for the security of the contents of email sent or received by you.
21. We will use our reasonable endeavours to ensure that messages are routed accurately and promptly but do not accept any liability for non-receipt, non-delivery or misrouting of email or any other failure of the email system.
22. Where we provide anti-virus and anti-spam services for incoming email, you acknowledge that we will endeavour to remove all viruses and spam, however we make no warranty that all viruses and spam will be caught. We accept no liability in the event that a virus or spam message reaches your computer.
23. Our policy is to respect the privacy of email messages sent, received, forwarded or otherwise dealt with by us and you acknowledge that we will therefore not monitor, edit or disclose the contents of such messages unless required to do so by law or competent authority or to protect our rights and/or position.
24. We do not accept any liability for missing emails caused by your mailbox exceeding its quota, incorrect DNS settings, blacklisting or any other situation out of our control.

## **5. SERVERS**

1. The following conditions shall apply to all dedicated Server hardware:
  - a) We will be the owner of the Server:
  - b) The Server shall be installed and operated in a data centre by us. You will have no right of physical access to the Server or the data centre;
  - c) We shall have no liability for any loss or damage to any data stored on the Server;
  - d) Should we become aware of a Server fault, we will at our option repair the Server or provide an equivalent Server as a replacement as soon as practicably possible
2. The following conditions shall apply to your own hardware stored in our datacentre

- a) The Server hardware shall be installed and operated in a data centre by us;
- b) Access to the datacentre is available by request for hardware repair and will be accompanied;
- c) We shall have no liability for any loss or damage to any data stored on the Server;
- d) Should we become aware of a Server fault, we will contact you as soon as possible.

3. The following conditions shall apply to a Virtual Server in our datacentre.

- a) The Server shall be installed and operated in a data centre by us;
- b) The Server shall be installed and operated in our virtual platform in our data centre by us. You will have no right of physical access to the Server or the data centre;
- c) We shall have no liability for any loss or damage to any data stored on the Server;
- d) Should we become aware of a hardware fault on our Virtual Platform, we will repair or replace the hardware.

4. We may assign to the Server on a temporary basis a number of internet protocol addresses ("**IP Addresses**") from the address space we are assigned by Réseaux IP Européens ("**RIPE**"). You acknowledge that the IP Addresses are our sole property, and are assigned to you as part of the service, and you agree that you will have no right to IP Addresses upon termination of this agreement.

- a) We reserve the right to change the IP Address assignments at any time.

5. With regards to all software provided with the Server ("**Software**") you agree that you will not:

- a) Copy the Software;
- b) Reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software;
- c) Sell, lease, license, transfer or sublicense the Software or the documentation
- d) Any third party software is supplied to you on the basis of the relevant third party's license terms with which you agree to comply.
- e) You acknowledge that software in general is not error-free, and agree that the existence of such errors will not constitute a breach of this agreement.

6. Regardless of whether you purchase a data backup product, we shall have no liability for any loss or damage to any data stored on the Server or backup mediums.
7. We recommend that you make a backup of all data on the Server regardless of whether you have purchased a data backup product.
8. All servers are held within our dedicated racks in Equinix datacentre in Manchester and their terms & conditions and policies can be found here:  
<https://www.equinix.co.uk>

#### **Server Support Policy**

9. If the Server is unmanaged, you are responsible for managing the Server and any software installed. Support to resolved issues on unmanaged servers is chargeable.
10. The support and operations staff will manage and monitor the network and hardware for the Server. Any issues with the monitoring service will be resolve as quickly as possible.

#### **Third party software**

11. Any software other than the core services and the software needed to run and manage the Server is considered third party. Any support required for software that falls outside of this should be directed to the product vendor. All software upgrades are your responsibility.

#### **Fault finding and correction**

12. We will support and correct any issues arising with the Server hardware and the underlying infrastructure but cannot offer assistance with the correction of software and application faults.

#### **Systems monitoring**

13. We do monitor the services running on a Server along with the availability of our network and core systems.

#### **Manual changes by user**

14. The consequences of using SSH or other remote access to make manual changes to the system or configuration files are the sole responsibility of the user. Our support staff can assist with any Server hardware faults but where they are the result of manual changes they will be chargeable.

#### **Security**

15. You will be responsible for ensuring that security updates are installed on your Server. We will install updates on your request, but will not automatically update a server without your specific request to do so.

### **Support process**

16. Support requests should be submitted via phone, email or live chat. Urgent issues e.g. system down, should always be reported via phone for the quickest response. Email requests will normally be responded to within 24hrs. See the [contact page](#) for phone and email contact details.

## **6. REMOTE SERVICE TERMS & CONDITIONS**

1. You acknowledge and agree that you are granting us remote viewing access to your computer.
2. In granting consent, you agree as follows:

### **Remote support service**

3. Remote support is a service using FastViewer software provided by FastViewer GmbH enabling our support agents to remotely assist you with technical issues you may have with your Hostingsystems.uk services. By using the services you agree you've read and accepted these terms and the FastViewer GmbH License Agreement <https://fastviewer.com/en/privacy-policy/>

### **Responsibilities**

4. We maintain reasonable technical safeguards to protect the security of your data in the course of providing the services. However, as a condition of your use of the services, you agree you're responsible for and have appropriate anti-virus software on your computer to avoid any loss, corruption or deletion of your data. It's your responsibility to back up the data, software, information and other files stored on your computer prior to permitting us access to your computer and/or device.
5. Our ability to access your computer remotely is subject to the use and availability of appropriate network connections. We're not responsible if such service is affected by circumstances outside of our reasonable control. You agree to remain with your computer and device at all times whilst our support staff provide the services. If you intend to leave your computer and device during this time, please notify us and we'll end the services.

### **Your information**

6. We may be required to reproduce and/or otherwise use data received from your computer and by using the services you agree that you grant us permission to do this. We will use your information to comply with our legal requirements and to manage the services.

## 7. SSL CERTIFICATES

1. The SSL service will remain available to provision for the initial term (as set out in your order) or 12 months whichever is the shortest ("**Provision Term**").
2. You acknowledge and accept that we have provided you with the ability and resources to provision the SSL service in good faith and that failure to utilise the SSL service within the Provision Term will not entitle you to a refund.
3. You are required to authorise your SSL certificate. We will not be liable for loss of the SSL certificate caused by the failure to authorise the certificate.
4. Payment is required by Direct Debit annually for SSL certificates. You will be sent an invoice in advance of the renewal date and if the services needs to be cancelled, it must be cancelled in advance of 14 days before the renewal date.
5. SSL certificates are created and processed by Rapid SSL Certificates <https://www.rapidssl.com/>
6. We will install 3<sup>rd</sup> party SSL certificates with an installation charge.

## 8. CLOUD BACKUP

1. All files are backed up using a 256-bit full length AES encryption key. You will be provided a copy of this key which you should keep safe, as this key is required to decrypt the data. We are not responsible for the loss of the encryption key.
2. The system will email you a daily report. You are required to monitor this email as it will inform you of the successful state of the backup. Failure of the system to backup must be reported to [support@hostingsystems.co.uk](mailto:support@hostingsystems.co.uk). We are not responsible or liable for the monitoring of the backup.
3. Failure of the system to backup is dependent on your Internet connection and the machine running the backup software. Failure of the backup to run due to local issues is your responsible and we are not responsible or liable for the failed backup.
4. Payment for cloud backup is monthly in advance by Direct Debit. Cancellation notice is 1 month.
5. All data is held within our dedicated racks in ISO accredited Equinix datacentre in Manchester, UK and their terms & conditions and policies can be found here: <https://www.equinix.co.uk/locations/united-kingdom->

[colocation/manchester-data-centers/ma1/](https://www.equinox.co.uk/locations/united-kingdom-colocation/manchester-data-centers/ma1/)

6. As this is a backup service not a live service, your files are not additionally backed independently on our network. They are held on resilient hardware with failover. We will inform you of any failure of our system that resorts in a failed backup that is our responsibility and will take reasonable endeavours to resolve the system failure as soon as possible.

## 9. CLOUD FILE SHARING

1. If you have your own instance, all files are encrypted and stored on a shared server.
2. If you have your own instance, you are responsible for the updating of the software at your convenience. Failure to update your software could result in the data being compromised.
3. We are not responsible or liable for the backing up of your data and recommend you have a backup copy of your files held in a different location than our datacentre.
4. If you exceed the storage limit for the service plan you have purchased, you will not be able to backup/share additional files unless you upgrade your plan.
5. Software is provided by OwnCloud or NextCloud and we are not liable for issues caused by the software provider.
6. Payment for cloud file sharing is monthly in advance by Direct Debit.
7. All data is held within our dedicated racks in ISO accredited Equinix datacentre in Manchester, UK and their terms & conditions and policies can be found here: <https://www.equinox.co.uk/locations/united-kingdom-colocation/manchester-data-centers/ma1/>

## 10. OFFICE 365

1. Office 365 services are provided by Microsoft. [www.microsoft.com](http://www.microsoft.com). Terms of use are available at <https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default.aspx>
2. Payment for Office 365 services is monthly or annually via Direct Debit and set at the time of ordering.
3. Licences are purchased direct with us via our channel partner Insight. <https://www.uk.insight.com/en-gb/>
4. We are a partner of Microsoft and this provides us at your request, delegated access to administer your account on the Microsoft platform.
5. Support for Office 365 is provided in an additional support contract, of which the terms will be provided within that contract.
6. We have no control over the services of Office 365.

## SCHEDULE 2

### CONNECT SERVICE SPECIFIC TERMS

#### 1. INTERPRETATION

##### 1. Definitions

##### AUP

means our [Acceptable Use Policies](#).

##### Contact Information

means the following details about an individual or organisation:

- Your name
- Postal address
- Telephone number(s)
- Email address.

##### Contacts

means individuals or organisations identified by their Contact Information as we have stored.

##### Fees

means the fees (including any VAT) due for the provision of the services as calculated in accordance with the price list as available on our website.

##### Inappropriate Material



means material that is in breach of our AUP or that under the laws of any jurisdiction where the material can be accessed is any of the following: - unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, is deemed unacceptable adult material, profane, libellous, defamatory, breaches the rights (including without limit IPRs) of any third party, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

#### Intellectual Property Rights

means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

#### BWH

means Business Working Hours.

#### Hardware

means any hardware provide by ourselves including, but not limited to, routers, telephones, switches.

#### Access Router

means a device supplied at installation or shipped prior to installation, upgrade, transfer or re-contracting

## **2. BROADBAND & FIBRE**

1. We shall use reasonable endeavours to meet the Delivery Dates and service levels, but any such Delivery Dates and service levels shall be estimates only and time for performance shall not be of the essence of the Contract.
2. The Customer acknowledges that we cannot guarantee that the Service will be uninterrupted or error-free. In particular, the speed of the Customer's connection may be slower if the Network or a particular route is congested.
3. Broadband services are delivered entirely as a 'best efforts' service and should not be considered business critical. Broadband services offer high speed (or

Broad Bandwidth) connections but are inherently designed on shared infrastructures whereby the capacity is contended to keep service delivery prices lower. They are not designed for continuous connectivity or continuous throughput applications.

4. Broadband services are run on the BT or Virgin UK infrastructure, we are not liable for failure of services caused by the infrastructure providers.
5. Our services run through wholesalers: Digital Wholesale Solutions, Elite Broadband or Redcentric. <https://digitalwholesalesolutions.com/>, <https://elite.net.uk/>, <http://www.redcentricplc.com/>
6. Payments are required monthly in advance via Direct Debit for the service.
7. Fault reporting
  - a) We will use reasonable endeavours to report to the service supplier any fault which is reported to us by you. We shall not be liable for any losses incurred by you as a result of any interruption to your services.
  - b) If a fault is caused by your equipment, or by your negligence, or if a fault occurs on your premises or land, then we may recover all reasonable costs that it incurs as a result.
  - c) In the event that a visit is required to your premises for any reason, an appointment will be advised. If this appointment is missed you then a missed appointment charge may be added to your bill to cover expenses incurred at the current prevailing charge.
  - d) Where a fault is reported by you, and engineers are despatched to the your premises and the fault is determined to be within your control and responsibility, then you accept liability for the costs associated with the engineer call out at the current prevailing rate from either Hosting Systems or its chosen service provider.
  - e) We shall be entitled to suspend your services in order to maintain or improve your service or if obliged to do so by virtue of any direction or request from any Government department, emergency services, regulatory or administrative authority or for any other reason whatsoever.
  - f) Faults should be reported to Hosting Systems via email or telephone during normal helpdesk opening hours.
8. Your obligations  
You undertake to:
  - a) use the service in accordance with the reasonable instructions of Hosting Systems;
  - b) not to use the service in any improper or unlawful manner or in any manner which may cause nuisance or offence;

- c) to allow Hosting Systems or its duly appointed agents access to your premises or 3rd party location for the purposes of installation, programming and maintenance, or other reason associated with your service;
- d) to ensure that the your equipment is in good working order and is maintained by a competent maintainer or service provider;
- e) abide by the Acceptable Use & Fair Use policy for Broadband. <https://hostingsystems.uk/company/termsandconditions/>
- f) to comply with current UK legislation in the use of telecommunications services;

#### 9. Installation and / or supply

- a) Where a site visit is required in order to install the service, we shall notify by email or phone the next available appointment slot and indicate whether it is an AM or PM appointment. If this is not acceptable you may request a date change providing this is no later than 24 hours prior to the date. If the engineer arrives at your premises and cannot gain entry then a missed appointment fee shall apply at the current rate.
- b) Installation shall be deemed complete and charges for service shall commence when Hosting Systems receives notice of handover from our provider (service ready for use).
- c) Service will be assumed to be delivered and it is your responsibility to connect to and test any connections as soon as possible and report any failures promptly.

#### 10. Speeds and performance

- a) At the time of order you will be advised of the indicative speeds that you are likely to obtain on your connection based on the data provided by the provider.
- b) Testing of speeds will be from your router and via a cabled connection. We do not accept speed tests from PCs and devices connected over WiFi or via other intermediary devices.
- c) Broadband is a shared and contended service and full speed will not be attained for 100% of the time. However, should the speed obtained drop below the minimum quoted speed of the speed range for greater than 50% of the time within a 24 hour period, then this will be considered a valid fault and should be raised as such.

- d) Broadband carries no performance guarantees and none are implied, it is entirely a 'best efforts' service and we will use its 'best efforts' to ensure that speeds and performance are maintained for all customers for the majority of the time.

#### 11) Cancellation

Cancellation of services require one month notice and a BT fee of £50 is payable on cancellation.

### 3. AIR

1. Our AIR service is provisioned by Internet Central and their specific terms are available here: <https://kb.ic.uk/article/22/annex-ic-air-terms-30.html>
2. Payment for AIR products are monthly via Direct Debit.
3. The contract term for this product will be provided during the ordering process. Cancellation requires 3 months' notice.

### 4. CLOUD TELEPHONE SYSTEM & MOBILE

#### 1. Hardware Payment by Instalments

Hardware not paid for up front is paid for over a 3 year period by instalments.

Title in the Hardware shall remain with us until receipt by us of your final payment.

Risk in the Hardware passes to you on delivery and you agree that you will insure the Hardware for its full value with a reputable insurance company from that date. Our interest in the Hardware must be notified to the insurance company and you agree to produce to us evidence of the insurance policy, your payment of the relevant premium and the notification of our interest should we require it.

In the event that you do not pay any instalments for the Hardware when due or do not pay the unpaid instalments on termination we shall be entitled to repossess the Hardware and you must return it to us without delay. After return of the Hardware in these circumstances we will credit you with any amounts you have already paid for it less any expenses we have incurred in repossessing the Hardware and less a reasonable deduction for any wear and tear of the Hardware.

#### 2. Cancellation of Services

If you are unhappy with our product, you can cancel at any time in writing by emailing or sending a letter (we recommend emailing). We may also choose to

cancel the service at any time and will email you notification of the cancellation date and reason.

When cancelling the following fees apply:

Users: No Fee

Broadband & Fibre: £50

Telephone Line: No Fee

Mobile SIM: £30

### 3. Cancellation of Hardware

If you have chosen to pay for Hardware by instalments and wish to cancel the service, you have the following two options:

- a) Return the Hardware within 5 working days of the end of service.
- b) Keep the Hardware.

In either situation, you will be charged for the remaining cost of the Hardware (over a 3 year period). The cost of the Hardware is based on the number of instalments left to pay, so the cost calculated will reduce the longer you have had the Hardware over a 3 year period. If you have had the Hardware for longer than 3 years, there is no charge.

### 4. Quality of the Cloud Telephone Service

Your call quality is based on the connectivity to the service via broadband and fibre and is also dependent on your usage of the line. You are responsible for your own connection unless supplied by ourselves. The phone system comes with an SLA with a 99.9% uptime guarantee: [Read More](#)

### 5. User Call Bundle

5000 minutes of calls to UK 01/02/03\* and UK mobile networks by a user are included for free.

\* Free calls to 03 numbers are limited to a maximum of 10% of the call allowance.

Calls not made by a user, such as hunt group redirects are chargeable.

### 6. Broadband (ADSL & Fibre) & Comms Line

Broadband (including ADSL & Fibre) along with Comms Line come with an initial 12 month contract, followed by a rolling 1 month contract.

Cancellation of these services by the client within the initial 12 month contract require payment in full to the end of the 12 month initial contract.

Cancellation must be made in writing. A £50 cancellation fee applies.

## 7. Mobile SIM Cards

Cancellation requires one months notice via email and includes a £30 cancellation fee when existing before 24 months.

Outside of data bundle charges are £2/MB.

50 NonGeo minutes, 50 International Minutes to EU, USA & Canada are included with all Packages excluding MINI.

### Fair Usage

Unlimited Calls and Text are subject to a fair usage policy and cannot be used with automated systems. Unlimited calls include 01/02/03 numbers 07 mobile numbers.

- Inappropriate usage would be considered as the following:
- Any usage outside normal commercial practice
- Any usage made via automated means (also see Gateway/AIT FUP)
- Any usage that damages or impairs the hosting network
- Any usage considered fraudulent, abusive, illegal or a nuisance
- Data usage where users regularly tether to 12 or more devices or have used 650GB of data twice within a 6 month period
- Data usage where roaming outside of the UK and exceeding more than 25GB within a single billing period

We may investigate usage in order to ascertain whether your unlimited usage is in line with these guidelines. In the event inappropriate usage is determined then we reserve the right to restrict services, adjust the plan or terminate the agreement based on the severity of the misuse.

### Gateways/Artificially Inflated Traffic (AIT)

We do not allow SIMs to be used in any equipment which enables the routing of calls or data (including, without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile to mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. We reserves the right to suspend without notice should we believe that such equipment is being used. During suspension, the liability for any access charges or calls will rest with the partner.

### Roaming

Inclusive roaming services on our mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis.

If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as World Travel Select and/or legislation such as Roam Like At Home), for more than 50% of the time in any four-month rolling period, they can expect to receive a communication requesting a moderation of roaming services.

If a customer's usage continues to exceed 50%, as described above, over the two-week period following the first notification, we reserves the right to either charge customers for this excessive usage or bar roaming services. Customers will be notified before any action is taken.

#### Tariff Change Fee

If you would like to move existing connections to new tariffs, there will be a Tariff Change Fee of £30 exc. VAT per number. In line with our cease fee policy, connections active for over 24 months will be exempt from this charge.

#### Autobar Facility

An autobar can be selected for Usage Alerts which will restrict the use of a mobile number. This can be used to assist in management of costs & reduce unexpected "bill shock". We will use best endeavours to apply the autobar, as soon as we become aware that the mobile number has breached the usage alert amount. However, in certain circumstances that are beyond our control, such as delays in call data being received from the network, overall charges may exceed the set limit and are still liable to be paid for.

#### 8. Payments

All payments are to be made by Direct Debit

Failure to have a functional Direct Debit mandate will result in the immediate cancellation of the service. You will be contacted via email and telephone should we fail to be able to collect a Direct Debit payment.

We may need to change the amount of the payment; a notification will be sent in advance of processing the Direct Debit in writing via email.

We are not responsible for any lack of service caused by non payment, including failure to keep your contact details up to date with us that then results in a cancellation.

#### 9. Usage

You must not use the service, and must take all reasonable steps, to ensure that the service is not used:

- a. to make nuisance calls;
- b. to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;
- c. in a manner that is in any way unlawful, fraudulent or in bad faith or, to your knowledge, has any unlawful, fraudulent or bad faith purpose or effect;

#### 10. Confidentiality

We may disclose such material if requested or required to do so by the police or any other enforcement authority if requested.

We endeavour to ensure confidentiality of all data held by Hosting Systems that is reasonably practicable to do so.

#### 11. Warranties

In providing the service under this agreement, we shall endeavour to exercise the reasonable care of a competent telecommunications operator. You acknowledge that neither we, nor any other party, has control over the Internet and service interruptions may occur due to circumstances beyond, or at times, within our reasonable control such as internal and / or external system malfunctions or failures of third parties. You therefore acknowledge that we shall not be held liable in any way for losses as a result of such service interruptions regardless of their nature.

You further acknowledge that we shall in no way be held liable for any service outage or disruption that occurs as a result of any of our suppliers' failure to provide a service. For clarification, if any of our suppliers enters administration, liquidation, is wound up or for any reason fails to provide a service to us that impacts you, we shall not be held liable. In the event that Hosting Systems selects an alternative supplier in order to restore your service, you acknowledge that any increase in the costs to us as a result of the supplier change will be passed on to you.



You acknowledge that it is not possible for us to provide a 100% fault-free service due to elements outside of our control. Performances outside of our control include, without limitation, the breakdown of transmission and telecommunication links or provisions of services by our selected service providers. Sometimes we will need to suspend the service for maintenance, scheduled or unscheduled. While we will try to maintain the service 24 hours a day, seven days a week, we cannot guarantee to do so. We expressly reserve the right to disconnect availability of Internet access for the purpose of necessary or scheduled maintenance.

We will always try to repair reported faults and / or restore the service as soon as reasonably practical.

## 5. LEASE LINE / ETHERNET

### 1. Internet Leased Line Services

A dedicated, private, fixed capacity circuit delivered from one of our chosen wholesale providers to the Client Site with Internet connectivity. These Services may share infrastructure with the one of our chosen wholesale providers Network and/or that of other Service Providers. Internet Leased Line Services are delivered as a Fully Managed Service with 24/7 remote monitoring and management by one of our chosen wholesale providers network operations.

### 2. Our services run through wholesalers: Digital Wholesale Solutions, Elite Broadband or Redcentric. <https://digitalwholesalesolutions.com/>, <https://elite.net.uk/>, <http://www.redcentricplc.com/>

### 3. A signed order must be placed to provision the Service along with an agreed length of term and service speed for the contract by the client. The length of the contract cannot be altered once a signed order has been placed.

### 4. Cancellation of the contract by the client required the full contract length to be paid in full. An invoice will be submitted for the outstanding balance on cancellation which will be required to be paid within the invoice terms.

### 5. Hours of Service

Support is provided during office hours. Outside of these hours, emergency support can be provided via the emergency email address only and a case will be raised with the wholesaler provider.

### 6. Scheduled and Emergency Maintenance

The wholesale provider may schedule maintenance. From time to time wholesale provider may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or the network. DAISY will, where possible, give the Client a minimum of 5 Business Days advance notice of such events, and where possible will schedule Maintenance Events so as to cause minimum interruption of the Service. For the avoidance of doubt, it may not be possible to give such notice where interruption to the Service is necessary to deal with Incidents occurring in connection with the Service.

### 7. Monitoring

Hosting Systems will monitor the service 24 hours a day 7 days a week and will be aware of any issue with the circuit and will endeavour to contact you regarding the issue. On confirmation of a service issue, it will be reported to the wholesale provider.

### 8. Response Times

The following table outlines the response expected response times.

| Level  | Description  | Resolution Time | Response Time                        |
|--------|--|-----------------|--------------------------------------|
| High   | Total loss of Service resulting from a single event.<br>User has total loss of Service/product or degraded beyond usable limits.<br>Degraded Service. E.g. Errors, packet loss to router interface, Inability to transmit/receive where Business operations are severely impacted. | 5 hours         | ½ hour followed by updates each hour |
| Medium | Partial loss of Service or degradation of Service, resulting from one event.<br>Partial loss where Service is intermittent or slow throughput.<br>Dribbling errors; packet loss less than 25%; slow throughput;  | 24 hours        | 4 hours                              |
| Low    | Service Enhancement that requires a change to the existing Service and/or Network components that will facilitate Service.   | 3 Business Days |                                      |

9. The Client understands and accepts that it may be necessary to extend the timescales in the Incident classification matrix above due to the complexity of the Incident or where it is dependent on a third party for resolution of the Incident. In such circumstances, we shall use reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.

#### 10. Service Availability and Credits

For each incident, credits are available for each hour or part of an hour beyond the target threshold in the response times above for Level High and Medium services. These credits will be 5% of the monthly rental.

The maximum compensation for Unavailable Time the Client can receive in any month is an amount equal to 100% of the Rental due in respect of that Service for the month in which the failure(s) occur.

#### Exclusions of Credits

The service levels, service guarantees and any Service Credits will not apply if:

The failure is due to the Client's own network or equipment or any other network or equipment outside the wholesale providers Network.

The Client is in breach of any part of this Agreement or Hosting Systems suspends the Service or any part of it in accordance with this Agreement.

Through no fault of its own or because of circumstances beyond its reasonable control, engineers are unable to carry out any necessary work at, or gain access to the Client's Site and/or an End User's Site or the Client fails to agree an appointment date or work is aborted.

Reasonable assistance is required or information is reasonably requested from the Client and such assistance or information is not provided.

Through no fault of its own, permissions or consents are unable to obtain in connection with the performance of a particular service level.

The failure is due to a scheduled Service outage.

## 11. Network Performance

### 11.1 Packet Success Service Level Guarantee

The packet success goal is based on the successful delivery of packets through the wholesale providers IP network. Unsuccessful packets are deemed to be those dropped due to transmission errors or router overload.

The wholesale providers packet success Service Level Guarantee ("Guarantee") is successful delivery of packets will meet or exceed 99% between the wholesale provider designated IP backbone paths for Leased Line Services.

The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.

Should wholesale provider fail to meet the Guarantee in two consecutive calendar months, the Client is entitled to a one (1) day prorated credit of the Rental for the second month and an additional one (1) day prorated credit for any consecutive month in which the Guarantee is not met.

### 11.2 Latency Service Level Guarantee

The wholesale providers Latency Service Level Guarantee ("Guarantee") is based on an average round-trip transmission between The wholesale providers -designated backbone POPs for The wholesale providers services. Latency shall be measured by The wholesale providers averaging sample measurements taken during a calendar month between such backbone POPs.

Latency of 50ms or less - The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.

#### 12. Charges by service provider

Hosting Systems reserves the right to pass on to Clients on a cost-plus basis (adding 15%) any charges levied by the Service Provider to which it is exposed as a result of the Client and/or its Users' actions.

#### 13. Equipment

All services equipment remains the property of The wholesale provider at all times and the equipment must be kept in a suitable place and must not be interfered with.

#### 14. Site Access

The client must ensure that when site access is required, all health and safety regulations are met and that security measures are adhered to.

### SCHEDULE 3

#### DEVELOPMENT SERVICE SPECIFIC TERMS

1. The signing of the quotation shall be deemed as a contractual agreement between you and us and an agreement to this schedule and our terms and conditions.
2. We cannot guarantee to start work immediately on a commission or meet any agreed deadline set by you or us, as it is subject to change due to the communication required between you and us. We will not be liable for costs incurred, compensation or loss of earnings due to any failure to meet agreed deadlines.
3. All material, both text and images, supplied by you and used in the construction of your project, will remain your property. All such material will be assumed to be your property and free to use without fear of breach of copyright laws. We cannot take responsibility for any copyright infringements caused by materials submitted you. Any stock imagery will be paid for by us will not breach any copyright laws.
4. The copyright for all material provided by used, such as code, graphics, photographs and text, will remain the property of us until such time as payment has been made in full whereupon they will become your property.

5. The rights to reuse any part of any code will remain with us.
6. If it is stated in the quotation that the design concept will have an initial design and one phase of alterations included in the cost, this phase of alterations may include up to a full redesign if the initial design is not satisfactory. Any subsequent redesigns requested after this phase will incur additional charges.
7. Upon completion of the agreed design concept you will be asked to confirm in writing that the design is signed off as complete and agree that any further design alterations are chargeable.
8. We makes every effort to design solutions which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.
9. Whilst every endeavour will be made to ensure that the solution and any scripts or programs are free of errors, we cannot accept responsibility for any losses incurred due to malfunction of the solution or any part of it. We cannot take responsibility for any losses incurred by the use of any software created. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with you in ensuring that all software is functioning correctly before use. We recommend independent penetration testing before going live.
10. Whilst every endeavour will be made to ensure that the solution is unable to be hacked, we accept no responsibility or liability for any hacking attempts against the website or the results thereof.
11. We accept no responsibility or liability for the ranking of any website to any search engine, online directory or search site.
12. We will initially place your solution on one of our demonstration servers so that you may view and comment upon the progress. When both parties agree that the solution meets the criteria agreed during the commissioning process, we will invoice you for the final amount due for the commission. On receipt of payment, we will publish the solution.
13. If at any point during the development cycle you wish to cancel you may do so, but will be invoiced an amount that we judge to be proportional to the amount of time already spent on the commission. This can be up to the full amount of the commission.
14. If, during the development cycle, you do not supply the content required in order to complete the commission within a reasonable amount of time, we may consider that you wish to cancel the commission.

15. We expect payment by bank transfer or direct debit within the stated days on the invoice.
16. We do not undertake to maintain or update your solution as part of the development commission. If you wish us to maintain or update your solution as a separate commission, we will negotiate a maintenance contract appropriate to the amount of work required. Maintenance may also be undertaken on a time and materials basis if you so wish.
17. Payment terms are agreed within the specific quotation and no work will start until the first payment is received if the terms require an upfront payment.
18. We reserve the right to alter prices at any time without notice. If you have commissioned any services from us prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.
19. We reserve the right to refuse to construct a solution which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
20. It is your responsibility to pay any costs incurred for publishing Apps to their relevant App store.