

Hosting and Support Terms and Conditions

These terms and conditions regulate the relationship between the customer ("the Customer") and Adept Design (Norfolk) Limited ("Adept") and apply to the all services offered by Adept ("the Service").

From time to time these terms and conditions may be reviewed and amended. Existing customers will be notified in advance of any changes being enforced.

An up-to-date copy may be found on our website (www.adeptdesign.co.uk).

Billing and Payment

All prices are quoted in Great British Pounds and all payments shall be made in Great British Pounds. This agreement is subject to the jurisdiction of English law.

All prices exclude VAT unless otherwise specified. VAT will be charged at the prevailing rate when an invoice is raised by Adept to the Customer.

Term and Renewal

The initial term is twelve months. The standard renewal term is twelve months.

On request only, Half year (182 day) renewal terms are available subject to a 25% surcharge of the pro-rata fee. Quarterly (91 day) renewal terms are available subject to a 50% surcharge of the pro-rata fee.

The Service will automatically renew and be invoiced 45 days before the end of each term (the "Renewal Date") for a further term unless otherwise cancelled in advance in accordance with the cancellation policy. Any change in term must be notified in accordance with the cancellation policy. Invoices are due and payable within 30 days of the date of issue.

The first term of website hosting for new Customers will commence on the date that the website prototype is delivered to the Customer on an externally accessible link.

Cancellation Policy

The Customer may terminate this agreement or request an alternative term of service by giving Adept at least 45 days written notice to Adept's registered address (29 Morgan Way, Norwich, NR5 9JJ) before the expiry date of the Service, for annual fees of £10,000 or less.

For annual fees above £10,000 and less than £50,000, 6 months' notice is required. For annual fees over £50,000, 12 months' notice is required for cancellation.

To ensure your notice is received and processed before your renewal, please ensure it is received at least 3 working days in advance of the Renewal Date.

Any notice of cancellation by the Customer or Adept shall not relieve the Customer of any obligation to pay fees accrued or renewals invoiced prior to such termination.

Fees

The fees for the Service will be outlined to the Customer in a quotation from Adept. Fees will be invoiced either annually in advance or quarterly in advance, as specified in the quotation.

Any additional fees accrued by the customer in relation to the Service will be added to the next invoice produced by Adept. If additional fees exceed £45 an invoice will be raised immediately.

Adept reserve the right to vary prices between renewal dates; the Customer will be informed in advance of any changes at least 45 days before the expiry date of the current term. New prices will

apply from the start of the next term of service. The Customer is under no obligation to renew the Service with Adept, however there will be a charge for any time spent by Adept in facilitating transfers, and the Customer must assume responsibility for ensuring site compatibility and for any disruption. Some facilities of the Customer's website may cease to function correctly on some hosting platforms due to situations beyond our control.

Non-payment of Fees

All invoices are due within 30 days of issue. If the Customer fails to pay any amounts due in relation to the website hosting, within 45 days of the invoice date, Adept will suspend the service, which will make your website unavailable.

If payment isn't received within 60 days of the invoice date, Adept will terminate the service and remove all data from our hosting platforms. Termination of the service will result in all related services being terminated, including website hosting, email hosting and DNS hosting.

An additional reconnection fee will be charged if it is necessary to restore a service from backups following a termination of service due to non-payment of fees.

Resource Usage

The Customer will be provided with an account with specified disk space and data transfer allocations.

The disk space used by the account includes all files related to the website, including but not necessarily limited to email storage, Content Management System files, and log files. The Customer will be sent a warning email if their usage exceeds 80% of the designated limit.

The data transfer use is a measure of all data transfer both inbound and outbound from the Customer's account. This includes data transfer used for HTTP, Email and FTP purposes. In order to ensure continuity of service should a spike in traffic occur, Adept will not limit data transfer usage, however should the Customer exceed the designated data transfer allowance, additional fees will be charged. The Customer will be sent a warning email if their usage exceeds 80% of the designated monthly limit.

The Customer must not run, or allow to be run, any system intensive processes that could potentially affect the level of service provided to other customers of the system. Should Adept find a Customer is using a disproportionate amount of system resources, Adept reserves the right to disable the offending facility, or if necessary the offending site.

Data Transfer Overages

If the Customer exceeds the allocated amount of data transfer for their Service in any calendar month, additional data will be charged at the following rates:

Up to 1Gb: £7.50, Next 24Gb: £2 per Gb. Any additional overage: £1.50 per Gb.

Disk Space Overages

Disk space usage is recorded daily. If the Customer exceeds the allocated amount of disk space for their Service on more than 2 days in any calendar month, additional storage will be charged based on the peak usage at £2.50 per 100mb (or part of) per month.

Account upgrades

Where a customer is regularly using in excess of their allocated data transfer and disk space allowances, Adept may offer the customer an upgraded package or add-ons to the existing package part way through the term. Any upgrade applied will be charged pro-rata.

If an account is using over its allocation of resources at the renewal date, the account will be upgraded to an appropriate package, and the new fee applied.

On upgrading to an Adept Complete hosting package, the account will be subject to a new 12 month minimum term.

Refunds Policy

The Service is subject to a minimum term and billed in advance, therefore no refunds of fees paid will be possible. The Customer is under no obligation to continue the service, as long as the required notice is provided to Adept before the current agreement lapses.

Access to the Service

Hosting services provided by Adept are on a “Fully Managed” basis. The Customer shall have no access to FTP accounts or hosting control panels.

Where the Customer also has a Content Management System provided by Adept, access to the functionality of the system will not be limited. Adept will not be responsible for any damage or mistakes made by the Customer through the use of this system.

Configuration of the hosting, beyond the initial setup will be subject to additional charges.

Backup and Disaster Recovery

Adept will maintain backups of the Customers website data for the purpose of disaster recovery with all hosting services offered. In the event of hardware failure, Adept will ensure data is restored to the latest state stored in its backups. Please note this may result in some data loss as backups are not carried out in real time.

Should the Customer request that data be recovered for any other reason, such as accidental deletion of data, this will be charged at our standard hourly rates for system administration.

Backups will be stored within the EU on secure servers. Daily backups will be stored for three days, and weekly backups for the previous four Sundays. Some form submissions and website emails will be stored in a further backup for up to three months.

Acceptable Use Policy

Under no circumstances is unlawful or immoral material acceptable within our hosting network.

This includes, but is not limited to:

- No pornographic or adult oriented materials, or links to such material
- No pirated software, or links to such material
- No hackers programs, archives or links to such material
- No warez sites or links to such material
- No content that may be considered prejudicial or abrasive to an individuals race, creed, colour or sex
- No business of any illegal nature may be transacted on our servers
- Any attempts to undermine or cause harm to our network or a customer of ours is strictly prohibited

Adept do not allow spamming or unsolicited email to be sent from our servers, or to be sent referring to any domain name or email address maintained on our servers.

Outgoing email will be limited to 1000 emails per hour in order to prevent abuse. Bulk email may only be sent via designated services provided to the Customer by Adept.

If any unacceptable content is found on the Customers website Adept will take steps to ensure its prompt removal. If for any reason Adept are unable to remove the specific unacceptable content, it may be necessary to suspend access to the whole website. The Customer will be kept informed of any action taken against their account.

Refusal of service

Adept reserve the right to refuse, suspend or cancel service at any time. Violation of any rules and regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

Reconnection

If the Customer's service is suspended or cancelled for any reason a reconnection fee will be charged, minimum £150.

Availability and Up-time guarantees

Adept will endeavour to provide a continuous and uninterrupted hosting service. Adept guarantees a minimum up-time of the hosting server of 99.5% over any 12 month period. Third party monitoring of servers is employed by Adept to track this.

Should availability fall below the guaranteed level, the Customer shall have the right to request a credit on their next invoice for the Service, corresponding to 5 times the Service charge for the period of the excess interruption.

If any scheduled maintenance is required that is likely to cause any service outage, Adept will endeavour to provide as much notice as possible to affected clients.

Content Management System Training and Helpdesk

Adept will provide training to users in the use of the Unicity Content Management System to edit the Customers website. Training may be provided by telephone, or in person at either Adepts offices or the Customers choice of location. Additional fees will apply for training, a quotation will be provided on request.

Access to the support helpdesk, via email, telephone or live chat is on a pay as you go basis. Our standard hourly rates will apply, with a minimum charge of 1 hour.

Adept Complete Training and Support

Upon enrolment Adept Complete users will receive a personal induction training programme, delivered by remotely, after which they entitled to receive unlimited support from our Helpdesk at no extra cost.

Other users who are not enrolled on the Adept Complete package will continue to receive support on a pay as you go basis.

If a user enrolled in Adept Complete leaves the organisation, a new user can be enrolled at no extra cost. Additional users enrolled on Adept Complete for any other reason will be charged at £40 per month per user for a minimum term of 1 year.

Technical Support Services

Adept will offer technical support to the Customer in relation to the hosting service included in the cost of the Service.

Technical support will only be provided to nominated users authorised by the Customer. New users may be added to the list of authorised users by instructing Adept of this in writing.

Technical support is available by email or by telephone during Adept's office hours. Adept guarantees a response time of no more than 1 business day to all support tickets, and 4 hours for emergencies (such as the website being unavailable) during these hours. Due to the varied nature of potential support requests we can offer no guaranteed resolution time. Office hours are 9am to 5pm, Monday to Friday, not including public holidays.

Adept will not be responsible for assisting the Customer with faults/configuration of their own equipment, even if such faults prevent the Customer from accessing the Service provided by Adept, or for providing support to the users of the Customers website.

Premium Support Services (Optional)

A premium service may be provided at additional cost, with enhanced guaranteed response times of no more than 4 hours for hosting issues, and 1 hour for emergencies (such as the website being unavailable) during office hours.

Fair Use Policy

The pricing of our support service is based on an average amount of technical support required during a 1 year period. Should the time required to support your service consistently exceed this level, we may increase your fees at your next renewal.

Limitation of Liability

To the maximum extent permitted by law, under no circumstances and under no legal theory (whether based in equity, contract, negligence, other tortious action, strict liability, or any other theory of liability), shall Adept, it's officers, directors, employees, subsidiaries, or affiliated companies be liable for any direct, indirect, incidental special consequential or punitive damages, such as, but not limited to, loss of revenue, loss of anticipated profits, goodwill diminution of value, business interruption costs, or any other intangible losses (even if we have been advised of the possibility of such damages) arising out of, related, caused by, or resulting in anyway from:

1. the use of the services;
2. the inability to use the services;
3. modification of or removal of any portion of the services, or the content offered therein;
4. these terms of use;
5. the accuracy, timeliness, performance, completeness, or suitability of any content or the services for any particular purpose;
6. defects in the content or the services;
7. errors, inaccuracies, or omissions in the content or the services;
8. damage from any security breach or any other security intrusion, or any virus, bugs, other malicious software or harmful components, tampering, interruption, delay in operation or transmission, computer line or network failure, or any other technical or other malfunction;
9. termination of your subscription, or, if you are an entity, termination of the subscriptions of your employees who are authorised users; or
10. the use of any third-party website referenced or linked from the services.

Furthermore, neither Adept, nor its officers, directors, employees, subsidiaries, or affiliated companies shall be liable in any way for third-party products and services offered through the services. Moreover, Adept and its officers, directors, employees, subsidiaries, or affiliated companies shall not be liable for any damage to your computer, device, hardware, software, or other property arising out of, related to, caused by, or resulting in any way from access to or use of the services.

In no event shall Adept's maximum aggregate liability to you for all damages, losses, and causes of action, whether in contract, tort (including, but not limited to negligence) or otherwise, exceed the lesser of (1) £1,000; or (2) the total amount, if any, of hosting fees paid by you to access and use the services during the 12 month period immediately preceding the bringing of any claim.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential incidental or other damages, so the above limitations may not apply to you. In these jurisdictions, Adept's liability will be limited to the maximum extent permitted by law.

Indemnity

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