



G-Cloud Terms and Conditions



## Terms and Conditions

### **Hosting Specific Terms & Conditions**

#### **Hosting**

2able provide fully managed hosting, with server and software administrative access restricted to 2able and trusted 3<sup>rd</sup> parties, such as our hosting providers. Client editing is only available through tools provided by 2able, such as WordPress.

The exception to this is where we manage site(s) hosted by the client.

#### **Backups**

As standard, daily backups are taken each night at our hosting provider and retained for 7 days. Weekly backups are retained for 4 weeks. Monthly backups are retained for 12 months. We also arrange secure remote backups, with retention periods customised to fit the client's needs.

#### **Domain registration, renewal, transfer and restoration**

All hosting packages include the registration/renewal of .uk/.com/.net/.org/ domain name(s), as specified in the package.

All other extensions are excluded due to their additional cost. The registration period is one year for all domain extensions.

Additional domain name registrations/renewals over and above the amount specified in the package are subject to agreement.

All domain transfers include a 12-month registration extension with the exception of all .uk domain types which do not include any form of registration extension, unless they are due for renewal within 3 months.

2able will always register, transfer and renew domain names in our client's name - never in our own, using the information provided during registration. In the event that you wish to transfer your domain to another provider we will manage this process for you.



In the event of an invoice(s) being unpaid, 2able reserve the right to allow domains to expire. Any restoration time and costs involved will be invoiced to the client accordingly.

### **DNS Management**

DNS management using SafeDNS© from UK Fast is included with all hosting packages. This is managed by 2able only.

### **SSL Certificates**

“Let’s Encrypt” SSL Certificates are included with all hosting packages.

### **Testbed/Staging Environments**

Testbed/Staging Environments are included with all hosting packages.

### **Service Level Agreement (SLA)**

#### Network guarantee

You'll benefit from our network infrastructure availability, with a 100% connectivity guarantee.

#### Hardware guarantee

In the unlikely event of an unfixable server hardware failure, we guarantee that hardware will be replaced within 8 hours of the problem's diagnosis.

#### Support guarantee

With our SLA, should there be a problem with the server; rest assured that a qualified engineer will be working on the problem within 60 minutes of being notified.

In addition, we have access to a qualified technical support team available 24 hours a day, seven days a week, 365 days a year for emergency telephone support.

### **Security**

#### Server maintenance and OS patch updates



Our hosting providers server maintenance ensures that the latest patches are installed as they're released, thus maximising the security framework surrounding our network, giving you total peace-of-mind.

### Software Updates

Software updates will be carried out at regular intervals as specified in the package. This will be carried out on a testbed/staging environment first. Once the update has been tested and approved by the client, it will be applied to the live hosting environment, unless 2able are authorised by the client to carry out updates without approval.

Updates will be carried out during office hours, unless the update involves downtime, in which case the update will be implemented at a mutually agreeable time.

### General Security

The Client is solely responsible for determining the suitability of the Services in light of the nature of any data stored on the Services and for determining what steps are appropriate for maintaining security, protection and backup. 2able shall ensure appropriate physical security controls at the data centres but has no obligation to provide security or back-ups of data other than as stated in the Agreement. The Company has no obligation in relation to application security and/or the encryption of any data and has no responsibility in relation to issues caused by or in respect of the Client's code. 2able does not run any periodic checks on the integrity of Client's data or backup data. The Company shall have no responsibility for the administration / management of access and responsibilities for the Client's end users and for any layers above the Company's infrastructure or any other matters for which the Company's liability is expressly excluded and agreed in writing between the parties due to the nature of the Client's solution.

### Data & GDPR

2able is a potential Data Processor of your data, and so the following clauses apply:

- the processor must only act on the written instructions of the controller (unless required by law to act without such instructions);
- the processor must ensure that people processing the data are subject to a duty of confidence;
- the processor must take appropriate measures to ensure the security of processing;
- the processor must only engage a sub-processor with the prior consent of the data controller and a written contract;
- the processor must assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;



- the processor must assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- the processor must delete or return all personal data to the controller as requested at the end of the contract; and
- the processor must submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state

### **Adult Content**

Legal adult content as defined by UK law is allowed on our servers.

### **Illegal Content**

Any content deemed illegal by UK law or the law of your country of residence is strictly forbidden and offending accounts will be immediately suspended or terminated at our discretion. We will fully cooperate with the authorities regarding any breach of the law.

Any accounts found to be abusive, contain illegal content or otherwise break our terms of service will be liable for immediate termination with no refund.

## **General Terms & Conditions**

### **Legal bit**

We'll carry out our work in accordance with best industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable for the solution and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.



Finally, if any provision of this solution shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

### **Intellectual property rights**

Just to be clear, “Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you’ve permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we’re using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we’ve obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that this contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:

You’ll own the website we design for you plus the visual elements that we create for it. We’ll give you source files and finished files on request. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We’ll own any intellectual property rights we’ve developed prior to, or developed separately from this project and not paid for by you. We’ll own the unique combination of these elements that constitutes a complete design and we’ll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

You are not permitted to re-sell any part of the code that has been created for your website by us, unless we agree otherwise.

### **Displaying our work**

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.



If you would prefer our agreement to be confidential, please specify so and we can agree accordingly.

### **Payment**

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

We issue invoices electronically. Our payment terms are 30 days from the date of invoice, unless explicitly specified on the invoice, by BACS or the SWIFT international payments system. All proposals are quoted in £GBP, are subject to VAT at 20% and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 8% plus the Bank of England base rate per month or part of a month.

### **Cancellation**

If you wish to cancel your hosting with 2able Ltd we require 30 days notice prior to the next hosting period. No refund will be given on what may be left on the term of the hosting package. Once a hosting account is cancelled with 2able or a domain name moved from our servers we can no longer be held responsible for the content of the website.