



Website Hosting Agreement

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Kwoosh Ltd. trading as Online Designs, Registered address Tythe Farm, Staploe Road, Wyboston, MK44 3AT
Registered in England & Wales. Company Number: 12637442

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1. Website and Email Hosting

Hosting is providing the server location of your website and making it available on the internet. This is a cost which we pay the owner of the server, and we charge our customers accordingly. Our hosting providers are safe, secure and GDPR compliant, and any data stored on your website is protected.

A) Uptime and Downtime

Our servers boast a 99.9% uptime however your website may experience infrequent periods of unavailability. You can check service status by visiting <https://link.onlinedesigns.uk/status> and referring to your relevant service. Any downtime is caused by the server providers and are not our responsibility. We will endeavour to investigate any faults quickly if you inform us of them. We offer a maintenance plan which will allow us to actively monitor your site and fix issues without you informing us of them.

B) Your Responsibilities

Web Management Plan

On this plan, it **is** our (Online Designs) responsibility to regularly monitor your site for all errors and bugs from a technical point of view. This includes billing and connection issues and design errors, monitoring the uptime, including informing you of any connection issues, plus fixing them (unless related to a domain name we do not manage). It does **not** include typos, grammatical or spelling errors, or making sure your content is up to date. However, on this plan, content updates are included, so we encourage you to send them to us. It is **not** our responsibility to monitor every website 24/7 and if you spot a technical issue before us then please let us know.

All communication channels between your website and your business (for example, contact forms, chat bots etc) are your responsibility to inform us of issues, as we cannot access your emails to check you are receiving communications. We recommend regularly testing your contact forms to ensure you're receiving responses.

Hosting only

If you're on the hosting only plan, we (Online Designs) are responsible for ensuring the billing of your website is up to date, and monitoring the uptime, including informing you of any connection issues, plus fixing them (unless related to a domain name we do not manage). It is **not** our responsibility to monitor your website for content or app related bugs, errors, or keep your provided content up to date. You must tell us if you notice any issues, and we will endeavour to help. We will not be regularly monitoring your website for issues, but will endeavour to help if you inform us of any. This plan is designed for people who are happy to keep an eye on their own website. We encourage you to ask for content changes and we will charge an hourly rate to undertake them.

All communication channels between your website and your business (for example, contact forms, chat bots etc) are your responsibility to inform us of issues, as we cannot access your emails to check you are receiving communications. We recommend regularly testing your contact forms to ensure you're receiving responses.

If you have access

Historically we have granted full design access to those wishing to update the website themselves. This is **not** usually recommended due to the nature of the platform. This does not include blog or eCommerce access, but refers to the historical full access to the website editor and code.

If you do have full access, all responsibility for the functioning of the platform in its entirety passes to you. We will not be held responsible for bugs, issues, disconnection of apps, design issues, contact forms not working, enquiries not getting through, etc. We are responsible for the billing only. If you are not happy with this, we recommend you subscribe to the Management Plan and pass access exclusively to us. We are here for any technical issues you may encounter, but may charge to fix them if they are, or potentially are, an issue caused by your access to the editor.

If you have access to your website, you agree that you will not upload, post, link to or transmit:

- any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way.
- any material containing a virus or other hostile computer program.
- any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

We reserve the right to remove any material which we deem inappropriate from your website without notice to you. If you have Contributor access to your website, you shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including but not limited to loss, theft or unauthorised disclosure of your password or other security information.

C) GDPR

We can assist in making you aware of the required GDPR policies, however it is not our responsibility to ensure your website is compliant. The platform itself is compliant, but you also need to ensure that your business, necessary documentation, and the way you store your business information is also compliant. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner. While we will use every reasonable endeavour to ensure the integrity and security of the server, we do not guarantee that the server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or mis-routing of email or for any other failure of email.

D) Email Hosting

Email hosting is providing you with access to custom email addresses. Our email hosting providers are safe, secure and GDPR compliant too. We are Microsoft 365 Resellers, and for more information about Microsoft 365 and its security please visit Microsoft's website. We also may use Gmail depending on the client's requirements.

2. Updates to your website

We can undertake changes to your website as part of your plan. On our web management plan, we undertake changes and amends to content, images and more, within a fair use policy.

We are flexible and happy to help. However if at any point we feel the level of work you're asking us to do breaches our Fair Use policy, we will let you know and offer a suitable way forward, which may involve a separate monthly plan to cover the ongoing work.

We will not make content or design changes to your website unless you have asked for them. However, if we see a website needs some general updating we may undertake this behind the scenes.

To see what your plan includes, and to read our fair use policy, check this page: <https://www.onlinedesigns.uk/ongoing-costs>

If you're on a Hosting Only plan, changes and amends are not included and will be charged at an hourly rate. To check what plan you're on, please check what amount you are paying, or email us.

3. Domain Name Management

This is management and registration of your chosen domain name(s) which you'd like your website to be found at. For example, our Domain Name is onlinedesigns.uk. We will ensure your domain is registered and that your contact details are correct. You will be the named Registrant, however for administrative purposes our email address will be used as the Registrant Email Address. We will also generally be named as Technical, Billing and Administrative contacts for administrative purposes. Our

token management fee allows us to manage the domain(s) on your behalf, ensuring seamless renewal and stable connection to your website. Until you have had written confirmation from us that your requested Domain Name has been registered, do not assume it is capable of being registered, for example printing it on literature as your domain name might already be taken and we may have to suggest an alternative. Any action taken by you before such confirmation is at your risk.

If you cancel your website hosting at any point, you may be subject to outstanding domain name registration costs. Please see the Cancellation section below.

If you have ownership of your own Domain Name

Sometimes customers choose to register and retain control of their Domain Name. This is usually due to the misconception that it is a lower price or more secure, or that they have been told previously to keep control of their Domain Names. If you are in control of your domain name, and this leads to a fault or disconnection to your website, you are responsible for rectifying this. We advise you to transfer your domain names to us to manage. We regularly experience issues with websites where the customer has failed to renew their Domain Name or fulfil their legal obligations with their provider. We cannot fix these issues unless they are under our management.

4. Hosting Renewals & Payments

Your website hosting will renew on an annual basis regardless of whether you are paying us monthly or yearly. We will always automatically renew your website hosting to ensure there is no loss of service to your website or business. We pay for your hosting upfront for the next year automatically, and then charge you to recover our costs. Therefore, once it is renewed, it cannot be cancelled, and our invoices will need to be settled regardless of website status. Please see Cancellations Section for more information. If you have signed our Direct Debit agreement, we reserve the right to automatically take payment for any overdue invoices.

Monthly Payments

This will be taken monthly via Direct Debit through GoCardless and we will show on your bank statement as GoCardless. If you cancel your direct debit we will attempt to get hold of you and if we do not hear from you we may choose to disconnect your website. We will send you a balance for your invoice which will always still be payable as we need to recover our costs.

Annual Payments

If you are paying annually, you will be sent a 7 day invoice and payment will be due which covers your hosting package for the next year. This will happen every year unless we hear otherwise. If costs change, we will always inform you before your website renews, but otherwise you may not hear from us and your website will continue to renew automatically, and you will receive an invoice accordingly. If you fail to pay your invoice, we will attempt to get hold of you and if we do not hear from you we may choose to disconnect your website. Your invoice will always still be payable as we need to recover our costs.

5. Cancellations

Cancelling your next renewal and keeping services active until then

If you want to cancel your website so it does not renew, we must have at least 5 working days' notice to action this. If you request to cancel too late, the website will have already renewed, we will have paid your next years hosting, so your hosting invoice for the next renewal period will be payable either way. Please see the Fees section below. It is up to you to monitor when your renewal is due as we may not be in touch unless there is a change of price. We do not accept responsibility for you not knowing when your renewal dates are and you agree to pay any invoices for hosting where a cancellation request was made too late. You can cancel via email to hello@onlinedesigns.uk and we will confirm receipt. *If we do not confirm receipt of your cancellation request, it may still renew as we may not have received the email request and your invoice will be payable.*

Cancelling mid-contract and stopping/transferring services immediately

You may cancel your hosting at any time and request for services to be stopped or transferred immediately or at a pre-determined date. At the point of renewal you agreed to pay for a year so this agreement will remain in place until your renewal date. If you paid annually at the beginning of the renewal period, no more payment is required. If you are paying monthly you will need to continue your monthly payments or settle the invoice regardless of the website status. You can cancel via email to hello@onlinedesigns.uk and we will confirm receipt. *If we do not confirm receipt of your cancellation request, it may still renew as we may not have received the email request and your invoice will be payable.*

Fees

Cancelling your next renewal: If you turn off your renewal, and your services do not stop until your next renewal date, there are no extra fees once your contract expires.

Cancelling mid-contract and stopping services: If you choose to have your services stopped or transferred mid-contract, you will pay for any remaining hosting and domain name management that are due until your agreed renewal date.

Cancelling your next renewal with less than 5 working days' notice: Full next year to pay.

Your domain name registration may renew at a different time of year to your website hosting or other services. We invoice you as a package, but this does not mean that we have not already paid upfront for your domain name renewal on your behalf. In this instance, we will ask you to pay for your domain name(s) registration fee and a percentage of our management fee for the year. Don't worry, you're not losing your money - if you are transferring your domain to another provider, they will receive the time balance we've paid for.

6. Transfer to another provider

Transferring Website & Hosting

If you wish to transfer your website hosting to another provider, this is not a problem. The platform that we build our websites on does not allow you to host your website on any other service than the builder itself (Wix). You cannot move the website, files or hosting to another server. We can transfer your services to another web design company, however they must take the website as it is on the Wix platform and using the platforms hosting service. We are happy to communicate with your new company and answer any queries they may have, they can contact us be emailing hello@onlinedesigns.uk. As explained in the Hosting Renewals & Payments section, we pay upfront annually for your website hosting and cannot recover the cost (even if you move your website away from us) so our yearly agreement will stay in place until the end of our renewal period. If you would

like to end our agreement early, we can send you a balance invoice to clear your account and this would terminate this agreement early. See Fees section in Cancellations for more info.

We cannot transfer the website to an individual. We will only transfer to another web design company. The new company must remove any Online Designs mark or branding from the website and must **not** add our design to their marketing portfolio as if they had designed it. The new company is free to change and adapt the design as they choose.

Transferring Email Hosting

If you wish to transfer your email hosting to another provider, this is not a problem. If you have Microsoft 365 accounts with us, you will need to find a new reseller who can take over your tenant account and manage your email administration for you. We are happy to communicate with your new company and answer any queries they may have, they can contact us by emailing hello@onlinedesigns.uk. We pay upfront for your email hosting and cannot recover the cost (even if you move your emails away from us) so our agreement will stay in place until the end of our renewal period. If you would like to end our agreement early, we can send you a balance invoice to clear your account and this would terminate this agreement early. We cannot transfer email hosting to an individual who is not an email provider.

Transferring Domain Name Registration

If you wish to transfer your domain name registration to another provider, this is not a problem. Ask your new provider to initiate a transfer and we will work with them to. We are happy to communicate with your new company and answer any queries they may have - they can contact us by emailing hello@onlinedesigns.uk. We pay upfront for your domain name registration and cannot recover the cost (even if you move your domain name away from us) so our agreement will stay in place until the end of our renewal period. Your domain name renewal balance will transfer along with the domain name. If you would like to end our agreement early, we can send you a balance invoice to clear your account and this would terminate this agreement early. See Fees section in Cancellations for more info.

7. What happens if we stop trading?

Ceasing to trade / forced closure

In the event that Kwoosh Ltd are no longer trading, we will transfer ownership of your domain name to you or someone within your company, as this is your most valuable asset. We will also endeavour to transfer other services. We will write to you to inform you that this is happening, and give you options of how you can move forward.

Contingency in the event of deaths

We are a 2-person business so we would hope that there will always one of us available to continue trading or go through the ceasing to trade route outlined above. In the event of both directors' deaths, we have a Contingency policy in place with a local third party who will action a plan outlined by us to (where possible) transfer all our customer's services to either their new chosen provider or to customers themselves. The priority is your domain name. They will endeavour to transfer your website too, but a website can be easily recreated by another provider as long as you have your domain name. Your email addresses will be cancelled.

This person is under no legal obligation to carry out these instructions, is a family member and is in no way associated with the company. They will try their best to move your services, however due to the complexity of the systems in place we cannot guarantee that your services and data will be safe

in this instance. You should always, regularly backup your email accounts internally. Please consider this contract VOID if you receive notification of our deaths. As outlined in the Domain Name Registration section above, you are the named Registrant of your domain name and should have no issues taking control of your domain name which is with GoDaddy. You will receive instructions of how to do this from our third party.

Agreement

By signing up to our monthly/yearly services, you acknowledge that you are entering into an agreement on behalf of your business with Kwoosh Ltd and you are legally obliged to follow its terms, as are we. We may revise this agreement at any time, and the latest version of this agreement will always be visible at www.onlinedesigns.uk/hosting-agreement along with all previous versions of this document. You agree that this document will be replaced with that latest version when they are released and published at www.onlinedesigns.uk/hosting-agreement