

## Supplementary Terms for the Supply of Website Hosting Services

The Services described in these Supplementary Terms shall be supplied by In-Tuition to the Customer on the terms and conditions set out in In-Tuition's General Terms and Conditions and these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Ancillary Services' means additional services provided by In-Tuition under the terms of this Agreement, which are chargeable at In-Tuition's prevailing rates.
- 1.2 'Configuration' means the configuration of the Website Hosting Services, including all associated settings and or parameters.
- 1.3 'Customer Materials' means materials provided by the Customer or End User including active and passive scripts, images and databases which together comprise the Customer's Website.
- 1.4 'Domain Name' means a unique name that identifies a Website or other services that communicate via the Public Internet.
- 1.5 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, In-Tuition is unable to provide prior notice of.
- 1.6 'End User' means either a user of the Services subscribed to by the Customer or, if the Customer is a Reseller, the end customer of the Reseller.
- 1.7 'Help Desk' means In-Tuition's dedicated team of support specialists.
- 1.8 'Hosting Platform' means the data centre-located collection of servers and networking equipment which is used by In-Tuition to deliver the Website Hosting Services.
- 1.9 'IP Address' means an internet protocol number, a unique identifier, which will be associated with a Domain Name.
- 1.10 'Outage' means a period of unavailability of the Website Hosting Service.
- 1.11 'Planned Maintenance' means any period of maintenance for which In-Tuition has provided prior notice.
- 1.12 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.13 'Registrar' means an organisation which manages the assignation and reservation of Domain Names.
- 1.14 'Services' means Website Hosting Services and Domain Name registration, hosting and transfer services and helpdesk services.
- 1.15 'Service-Specific Minimum Term' means the minimum term for the supply of a specific service, as set out on the Control Panel or Order.
- 1.16 'Ticket' means the Customer's report of an Issue, which is made via the Control Panel.
- 1.17 'Vendor' means a third-party supplier of software or services.
- 1.18 'Website Hosting Services' means the service provided by In-Tuition which enables the Customer to configure, manage and display its Website.
- 1.19 'Website' means the collection of Customer Materials, configured in such a manner to deliver a coherent set of functionality / information display.

### 2. TERM

- 2.1 This Agreement shall come into effect on the Commencement Date and shall run for the Minimum Term as set out on the Control Panel or the Order and thereafter for Additional Terms of twelve months (unless extended as contemplated by sub-clause 2.2.1) until terminated by either party in accordance with the terms of this Agreement.
- 2.2 The Customer may add new services or chargeable features to the Website Hosting Services at any time during the term of this Agreement, by raising a supplemental Order via the Control Panel; and

- 2.2.1 The provision of each new service or chargeable feature will extend the current term of this Agreement by the duration of any Service-Specific Minimum Term that applies to the new or additional Services.

### **3. PROVISION OF SERVICES**

- 3.1 The Services comprise Website Hosting Services, Ancillary Services and a third line helpdesk. The Services are summarised below and described in the Service Schedule.
- 3.2 The Website Hosting Services comprise the following Service Components:
  - 3.2.1 Website Hosting Services – the service that hosts Websites for public access;
  - 3.2.2 The provision of a Control Panel interface to enable the Customer to configure the Website Hosting Services;
  - 3.2.3 A number of third-party Vendor-supplied software tools which provide anti-spam, webpage templates / generators, Control Panel and analytics reporting functionality ('Helper Applications');
  - 3.2.4 FTP access to enable the End User to upload Customer Materials to the Website.
- 3.3 The Ancillary Services comprise the following Service Components:
  - 3.3.1 Domain Name Registration – the service that manages the registration of Domain Names;
  - 3.3.2 Domain Name Transfers – the service that transfers Domain Names between Registrars and / or Domain Name hosting servers;
  - 3.3.3 The provision of SSL Certificates.
- 3.4 In-Tuition shall provide a third line helpdesk.
- 3.5 In-Tuition shall use reasonable endeavours to provide the Website Hosting Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.6 During the term of this Agreement, In-Tuition shall be entitled to:
  - 3.6.1 Change the technical specification of the Website Hosting Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
  - 3.6.2 Make alterations to the Website Hosting Services. Such alterations may result in temporary disruption to the Services and In-Tuition will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.7 In-Tuition cannot guarantee and does not warrant that the Website Hosting Services will be free from interruptions, including:
  - 3.7.1 Interruption of the Website Hosting Services for operational reasons;
  - 3.7.2 Interruptions due to faults in the Public Internet;
  - 3.7.3 Interruption of the connection of the Website Hosting Services to other network services provided either by In-Tuition or a third party; and
  - 3.7.4 Any such interruption of the Website Hosting Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.8 Although In-Tuition will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an "as is" basis and In-Tuition does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Customer's purpose of the Services.

### **4. ACCEPTABLE USE**

- 4.1 The Customer agrees to use the Website Hosting Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by In-Tuition from time to time.
- 4.2 The Customer agrees to ensure that the Website Hosting Services are not used by its or End Users to:

- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
- 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
- 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the hosting platform (or any part thereof) which underpins the Website Hosting Services;
- 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
- 4.2.5 Obtain access to restricted areas of the hosting platform, data, systems or services;
- 4.2.6 In any manner which in In-Tuition's reasonable opinion brings In-Tuition's name into disrepute;
- 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
- 4.2.8 Falsify user information or forge addresses;
- 4.2.9 Act in any way which threatens the security or integrity of the Website Hosting Services, the Public Internet or any computer system attached thereto;
- 4.2.10 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
- 4.2.11 Connect to the Website Hosting Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt web sites and/or connectivity or any other attempts to compromise the security of other users of the hosting platform or any other third-party system;
- 4.2.12 Send email to anyone who either does not wish to receive it or otherwise in breach of the Data Protection Legislation;
- 4.2.13 Implement a public recursive Domain Name service.
- 4.3 The Customer's Website shall not contain any content which:
  - 4.3.1 Allows anonymous users to upload an image for display on another web site;
  - 4.3.2 Allows commercial audio or video streams;
  - 4.3.3 Allows anonymous users to specify recipient email addresses;
  - 4.3.4 Acts as a bulk SMS gateway.
- 4.4 The Customer acknowledges that it responsible for all data and/or traffic originating from the machines and/or networks that it has connected to the Website Hosting Services;
- 4.5 The Customer agrees to immediately disconnect (and subsequently secure prior to reconnection) machines generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by In-Tuition.
- 4.6 The Customer acknowledges that it is solely responsible for its / its End User's use of the Public Internet and any web pages owned and/or operated by the Customer or anyone the Customer permits to use the Website Hosting Services.
- 4.7 The Customer agrees not use world wide web pages within or outside the Website Hosting Services to violate any part of this Agreement or to disrupt or attempt to disrupt another internet user's experience.
- 4.8 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Customer shall indemnify In-Tuition against any third-party claims arising from the Customer's breach of its obligations under this clause 4.

## **5. CUSTOMER'S OBLIGATIONS**

- 5.1 During the term of this Agreement, and subject to the performance by In-Tuition of its obligations hereunder, the Customer shall:
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:

- 5.2.1 On a regular basis, change access passwords for the Website Hosting Services.
- 5.2.2 Immediately notify In-Tuition in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person.
- 5.2.3 Acknowledge that In-Tuition shall be entitled to temporarily suspend the access to the Website Hosting Services and / or change the Customer's passwords in the event that in In-Tuition's reasonable opinion, unauthorised persons may have access to the Website Hosting Services.
- 5.3 Only use the Website Hosting Services for the purpose of facilitating the delivery of the Customer's Website.
- 5.4 Not use the Website Hosting Services as a backup or data repository for any data in addition to the Customer Materials.
- 5.5 Use the Ancillary Services in accordance with the terms of this Agreement and in accordance with the terms of the Registrar.
- 5.6 Accept that any Helper Applications that are available for use or download from the Control Panel shall be licensed for use in accordance with the Vendor's terms and all Intellectual Property Rights shall remain vested in the Vendor; and
  - 5.6.1 That on termination of this Agreement, the Customer shall cease to use any such Helper Applications.
- 5.7 Acknowledge and agree that it is its sole responsibility to:
  - 5.7.1 Arrange and maintain access to the Services;
  - 5.7.2 Create, upload, maintain and maintain remote backups of all Customer Materials;
  - 5.7.3 Ensure that at all times, it has the moral right to use all Intellectual Property contained within the Customer Materials;
  - 5.7.4 Provide first and second line support services to its End Users.
- 5.8 In respect of any goods or services that it advertises on any Website, ensure that the supply of such goods or services shall comply with the provisions of Applicable Law.

## **6. IN-TUITION'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, In-Tuition shall:

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any service limitations set out on the Control Panel and Service Schedule.
- 6.2 Make available a Help Desk that shall provide third line support for the Website Hosting Services which shall include the management and resolution of Services-related Issues raised by the Customer; and
  - 6.2.1 The Help Desk will provide support in accordance with In-Tuition's support policy which is set out in clause 13 hereof.
- 6.3 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons In-Tuition may place on the Website Hosting Service.
- 6.4 Monitor the performance of the Website Hosting Service and if an Outage or other degradation of service occurs, use reasonable endeavours to restore the Website Hosting Service as quickly as possible.
- 6.5 Make endeavours to provide the Website Hosting Services as soon as reasonably practical following placement of the Customer's Order and if In-Tuition becomes aware of any delay, notify the Customer of such delay.

## **7. Clause Intentionally Unused**

## **8. GENERAL**

- 8.1 In-Tuition shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Website Hosting Services. In-Tuition shall:

- 8.1.1 Provide reasonable notice of Planned Maintenance;
  - 8.1.2 If it is necessary for In-Tuition to perform Emergency Maintenance, In-Tuition shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Customer as soon as reasonably practicable after the commencement of such maintenance;
  - 8.1.3 In-Tuition shall use reasonable endeavours to ensure that any disruption caused to the Customer by such maintenance shall be minimised;
  - 8.1.4 Any disruption to or suspension of the Services pursuant to this clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 A single IP Address may be assigned and leased to the Customer for the duration of this Agreement. The Customer acknowledges that the IP Address:
- 8.2.1 Will be leased by the Customer for the duration of this Agreement and that on termination thereof, the Customer shall not retain any title or interest therein;
  - 8.2.2 Is not portable or otherwise transferrable in any manner whatsoever.
- 8.3 Notwithstanding the provisions of sub-clause 8.2, the Customer acknowledges that under certain circumstances, for reasons that are beyond its control In-Tuition may change the IP Address.
- 8.4 In-Tuition shall be responsible for making its own archives of the Hosting Platform which will include Customer Materials however In-Tuition is unable to restore individual Customer's Customer Materials from such archives.
- 8.5 In the event of any loss of or damage to the Hosting Platform, In-Tuition's sole liability to the Customer shall be to use reasonable endeavours to restore the Customer Materials from the latest backup.
- 8.6 Notwithstanding both party's obligations under clause 8 of the General Terms and Conditions in regard to Customer Data that is stored on the Hosting Platform, In-Tuition shall have no liability for any loss, theft, corruption, illegal Processing of or damage to any Customer Data, third-party data (including email messages) or Customer Materials during transmission to or from the Hosting Platform.
- 8.7 The Customer agrees that In-Tuition shall be entitled to seek justification of the Customer's use of the Website Hosting Services and that the Customer agrees to provide any and all information that In-Tuition reasonably requests in support of the justification.
- 8.8 If In-Tuition receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Customer will do everything reasonably required by In-Tuition to ensure that In-Tuition will be in compliance with their respective obligations in respect of the provision of the Services.
- 8.9 In the event of conflict between terms on the Control Panel and the terms on a written Order, the terms specified on any written Order shall take precedence over the terms set out on the Control Panel.
- 8.10 Use of the Services by the Customer constitutes acceptance of the terms and conditions of this Agreement.

## **9. TERMINATION**

- 9.1 The Customer may cancel the Services or any part thereof at any time without prior notice subject to the Customer being liable for all Charges due for each Service or part thereof, including chargeable features, up to the end of the current term, as set out in clause 10.
- 9.2 The Customer shall cancel Services or any part thereof, via the Control Panel.
- 9.3 This Agreement shall terminate when all the Services provided under the terms of this Agreement have been cancelled by the Customer.
- 9.4 This Agreement may also be terminated:
  - 9.4.1 In accordance with the terms of clause 11 of the General Terms and Conditions;
  - 9.4.2 By In-Tuition giving the Customer not less than sixty days' written notice to terminate on the expiry of the Minimum Term or Additional Term thereafter;
  - 9.4.3 By the Customer giving thirty days' notice in writing if In-Tuition makes changes to the terms of this Agreement which are to the detriment of the Customer (for the avoidance of doubt, not

including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);

9.4.4 Immediately by In-Tuition in the event that it is so instructed by government or a regulatory body.

9.5 On termination of this Agreement, the Customer shall cease to use and delete all Software that it has downloaded from the Website Hosting Services for use under the terms of this Agreement.

## **10. CHARGES AND PAYMENT**

10.1 In general, invoices for Ancillary Services will be raised by In-Tuition in advance of the supply of the Services; invoices for fixed periodic Charges for Website Hosting Services will be raised in advance of the relevant period. The invoicing period and prevailing rate are set out on the Control Panel; and

10.1.1 Any discount that In-Tuition agrees to apply will be set out separately in writing.

10.2 The Customer agrees that if the Website Hosting Services are not provided with unlimited usage, to pay In-Tuition's invoices for any additional usage costs incurred, either with or without the authorisation of the Customer.

10.3 In-Tuition shall commence charging for the Services from the Commencement Date, regardless of the date on which the Customer commences use of the Website Hosting Services. In the event that the Commencement Date does not correspond with In-Tuition's invoicing period as set out in the Order, In-Tuition shall charge the Customer at a pro-rata rate for the first invoicing period.

10.4 The Customer may add new services or chargeable features to the Website Hosting Services at any time during the term of this Agreement, by raising a supplemental Order or via the Control Panel; and

10.4.1 New / additional Services will be charged at In-Tuition's prevailing rates, as set out on the Control Panel or the Order;

10.4.2 New / additional Services may be subject to Service-Specific Minimum Terms and if such is the case, if the Service-Specific Minimum Term exceeds the remaining duration of the current term, the current term will be extended to the length of the Service-Specific Minimum Term.

10.5 The Customer acknowledges that the charges for the Minimum Term are calculated by In-Tuition in consideration inter alia of the setup costs to be incurred by In-Tuition and the length of the Service-Specific Minimum Term offered.

10.6 The Customer agrees that if it terminates this Agreement prior to the end of the Minimum Term or Additional Term for convenience, the Customer:

10.6.1 Shall be liable for payment of all Charges due up to the end of the current term, such payment to be paid by way of liquidated damages; and

10.6.2 Shall not be entitled to any refund of Charges paid on a one-off basis (for example, Domain Name and SSL Certificate Charges).

10.7 The Customer agrees that if In-Tuition terminates this Agreement prior to the end of the current term and such termination is due to the Customer's breach of this Agreement, the Customer:

10.7.1 Shall be liable for payment of all Service charges due up to the end of the current term, such payment to be paid by way of liquidated damages; and

10.7.2 Shall not be entitled to any refund of Charges paid on a one-off basis.

10.8 If In-Tuition terminates this Agreement for any other reason than set out in sub-clause 10.7, the Customer shall not be liable for termination charges.

## **11. LIMITATIONS AND EXCLUSIONS**

11.1 In-Tuition shall use reasonable endeavours to meet the availability target set out in the Service Schedule and:

11.1.1 Service Credits shall not be payable in the event of In-Tuition's failure to meet any of its targets;

11.1.2 Failure to meet to meet such targets shall not constitute a breach of this Agreement.

- 11.2 In addition to the terms set out in clause 12 of the General Terms and Conditions, In-Tuition shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
- 11.2.1 Emergency maintenance or other emergency operational reason;
  - 11.2.2 In-Tuition is required by governmental, emergency service, regulatory body or other competent authority to suspend Services;
- 11.3 In-Tuition shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. In-Tuition shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.4 The Customer acknowledges that In-Tuition shall not be responsible for:
- 11.4.1 Providing any training in the use of the Website Hosting Services, its interfaces, functionality or features;
  - 11.4.2 Inspect, vet or validate any Customer Materials for any purpose including correctness, legality, usability and compliance;
  - 11.4.3 In-Tuition does not warrant that the Website Hosting Services are PCI-compliant.
- 11.5 In-Tuition shall be entitled to deactivate individual features, applications, scripts or programs as necessary in the interests of technical progress, security, availability of technical support on the provider or manufacturer side, to ensure the stable operation and integrity of In-Tuition's systems or in order to comply with In-Tuition's responsibility to provide technically up-to-date solutions.
- 11.6 In-Tuition shall make reasonable endeavours to ensure that any deactivation of individual features, applications, scripts or programs will not result in changes to a core function of the Website Hosting Services and to offer technical alternatives (including upgrades and updated versions of software) as and when such alternatives become available.
- 11.7 If such changes apply to a core function of the Website Hosting Services and no viable alternative is available, such changes are deemed to have material adverse effect, and the Customer may terminate this Agreement under the terms of sub-clause 9.4.3 hereof.
- 11.8 In the event of changes to features, Helper Applications, scripts and programs pursuant to sub-clause 11.6, the Customer agrees to cooperate and be responsible for managing any adjustments to its Services if requested to do so. In-Tuition will endeavour to communicate any changes to the Customer as soon as possible.
- 11.9 In-Tuition shall not be responsible for configuration of the Customer's or End User's equipment.

## **12. DOMAIN NAME REGISTRATION AND SSL CERTIFICATES**

- 12.1 Domain Name Registrations and SSL Certificates will be provided by In-Tuition in response to requests made via the Control Panel.
- 12.2 The Customer confirms and warrants that it is the owner of or that it has been licensed by the owner to use any relevant trademark or name as the Domain Name and subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies In-Tuition against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.
- 12.3 The Customer shall ensure that all details submitted in respect of the registration of a Domain Name are accurate and correct and any alterations to the details made thereafter are also accurate and correct.
- 12.4 In-Tuition shall at its sole discretion require the Customer to select an alternative Domain Name, if in its reasonable opinion it believes that the Domain Name is or is likely to be:
- 12.4.1 Abusive, defamatory, obscene, indecent, menacing or otherwise offensive;
  - 12.4.2 In breach of the rights of any third party, including those of quiet enjoyment, privacy and copyright.
- 12.5 If the Customer has not paid any amount due under this Agreement or if the information required for registration is inaccurate or late, In-Tuition shall be entitled not to proceed with the application for registration or may cancel registration.

- 12.6 The Customer acknowledges that information submitted by it pertaining to the registration of a Domain Name may be made available to other organisations and members of the public.
- 12.7 If the Customer requests In-Tuition to transfer a Domain Name from a third party, to facilitate the processing of such transfer the Customer agrees:
  - 12.7.1 That In-Tuition shall charge a transfer fee, as set out on the Control Panel, for processing the transfer of any Domain Name from the Customer or from a third party;
  - 12.7.2 To co-operate fully and promptly with In-Tuition's reasonable requests; and / or
  - 12.7.3 To use reasonable endeavours at the Customer's cost to ensure that any third party shall fully and promptly co-operate with In-Tuition's reasonable requests;
  - 12.7.4 That In-Tuition will not be liable if such transfer cannot be processed or is delayed because full co-operation is not promptly provided by the Customer or such third party.
- 12.8 On termination of this Agreement, In-Tuition shall, in response to express instructions from the Customer, transfer the Domain Name to a third party. For the avoidance of doubt, In-Tuition will not transfer the Domain Name to a third party in response to an unsolicited request from a third party.
- 12.9 The Customer appoints In-Tuition as its agent for the purposes of registering the Domain Name for use with the Services and authorises In-Tuition to purchase the Domain Name on its behalf and that such purchase will be subject to the relevant Registrar's standard terms and conditions for such registration and:
  - 12.9.1 The Customer acknowledges that it will be legally bound by the Registrar's terms and conditions;
  - 12.9.2 It is the Customer's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; on receipt of a request from the Customer, In-Tuition shall, without unreasonable delay, notify the Customer in writing of the name and contact details of the relevant Registrar;
  - 12.9.3 The Customer acknowledges and agrees that any disputes that arise out of the use of the Domain Name shall be referred by the Customer to:
    - a) For .co.uk domains, to Nominet UK;
    - b) For all other domains, to ICANN.
  - 12.9.4 The Customer shall promptly advise In-Tuition of such dispute.
- 12.10 In-Tuition does not warrant that the proposed Domain Name is capable of being registered or that it will be registered. The Customer should not assume registration of the Domain Name until it has been notified in writing that the Domain Name has been registered. In-Tuition shall not be liable for any action taken by the Customer (including marketing or publicity and the costs thereof) before such notification.
- 12.11 The Customer will have no claim against In-Tuition if the Registrar refuses to register the Domain Name or suspends or cancels it for any reason.
- 12.12 In-Tuition is not responsible and will not be liable for the Customer's use of the Domain Name. The Customer is solely responsible for resolving disputes with any third party in relation to its use of the Domain Name; and
  - 12.12.1 Where there is such a dispute In-Tuition may without notice or liability, withhold and/or suspend the Domain Name.
- 12.13 In-Tuition does not warrant that the Domain Name is or will continue to be available for the Customer's use after termination of this Agreement or that no other domain name is or will be registered which conflicts with or affects the use of the Domain Name.
- 12.14 The Customer may not transfer the Domain Name to any third party without prior written notice. On receipt of such notice, In-Tuition will use reasonable endeavours to process the transfer PROVIDED THAT the Customer has paid and In-Tuition has received all Charges owed to In-Tuition in relation to this Agreement.
- 12.15 Subject to the terms of this Agreement In-Tuition shall be responsible for ensuring that the successfully registered Domain Name remains registered for the duration of this Agreement.



- 12.16 The Customer acknowledges that it is its responsibility to obtain all necessary software, materials, data, images and information necessary for the provision by it of any linked services including without limitation for the design of any Website.
- 12.17 The Customer acknowledges and agrees that on successful registration of the Domain Name, In-Tuition may, at its sole discretion associate web pages of its choice with the Domain Name until such time as over-written by the Customer's own-supplied web pages.
- 12.18 The Customer appoints In-Tuition as its agent for the purposes of registering SSL Certificates for use with the Services and authorises In-Tuition to purchase the SSL Certificate on its behalf and that such purchase will be subject to the relevant Vendor's standard terms and conditions for such registration and:
- 12.18.1 The Customer acknowledges that it will be legally bound by the Vendor's terms and conditions;
- 12.18.2 It is the Customer's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; on receipt of a request from the Customer, In-Tuition shall, without unreasonable delay, notify the Customer in writing of the name and contact details of the relevant Vendor.

### **13. SUPPORT POLICY**

- 13.1 In-Tuition's support operation provides third line support, operates from 9am to 5pm Monday to Friday except for English public holidays and is contactable via the Control Panel.
- 13.2 As contemplated by sub-clause 5.7, the Customer will be responsible for the provision of suitably qualified support staff to provide support to its End Users.
- 13.3 Customers shall use the ticketing system in the Control Panel to raise technical escalations – no other contact method is provided. Customers shall make a suitably qualified technical correspondent available to deal with any follow up questions raised by the Help Desk relating to the raised issue.
- 13.3.1 Third line issues are considered as: Issues in the Services or Control Panel or Configuration changes to the Services that cannot be made via the Control Panel; for the avoidance of doubt, In-Tuition does not provide support for:
- a) Any End User related matters such as forgotten passwords; setting up devices to access the Services; general guidance in the use of the Services; configuring the Services;
  - b) Website design, development or maintenance;
  - c) Migration to the Services or configuration of the Customer's Website;
  - d) Any Customer Materials.
- 13.4 The Customer shall, prior to raising an Issue with In-Tuition:
- 13.4.1 Search the knowledge base to be found on the Control Panel;
- 13.4.2 Search Vendor documentation in relation to issues arising in third-party Vendor supplied software;
- 13.4.3 Investigate all relevant log files;
- 13.4.4 Carry out appropriate tests / debugging.
- 13.5 If the Customer raises an Issue with In-Tuition, it shall:
- 13.5.1 Provide a clear description of the Issue;
- 13.5.2 Document all relevant information including log files and details of its analysis of the Issue;
- 13.5.3 Raise the Issue, using the ticketing system on the Control Panel.
- 13.6 In-Tuition shall respond and attempt to resolve Issues that have been properly raised via the Control Panel according to the service level agreement set out in the Service Schedule.

## Service Schedule

This Service Schedule sets out all of the Services that may be provided by In-Tuition within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are as selected on the Control Panel.

### 1. Service Description Overview

#### 1.1 Website Hosting Services, including:

- The provision of Website hosting.
- The provision of a Control Panel interface to enable the Customer to configure the Website Hosting Services
- FTP access to enable the Customer to upload the Customer Materials to the Website
- A number of third-party Vendor-supplied software tools which may provide anti-spam, security scanning, specific additional website features or functionality and style themes.

#### 1.2 Ancillary Services, including:

- Domain Name Registration – the management of the registration of Domain Names
- Domain Name Hosting - the hosting of Domain Name records on In-Tuition's Domain Name servers
- Domain Name Transfers – the management of the transfer of Domain Names between Registrars and / or Domain Name Website Hosting Services
- The provision of SSL Certificates

### 2. Service Level Agreement

2.1 The availability target for the Website Hosting Service is 99.9%.

2.2 Help Desk target response and recovery times:

Ticket Priority	Target Resolution Time	Target Response Time
<b>Level 1:</b> Minor – Configuration change or general support enquiry	Reasonable Endeavours	Same Working Day
<b>Level 2:</b> Serious – Non critical defect which does not affect all End Users, on-going operation is still possible		4 Working Hours
<b>Level 3:</b> Critical – Unavailability of the hosting platform which affects all End Users		1 Working Hour

2.3 The availability and timescales in paragraphs 2.1 and 2.2 are targets only: failure to meet these targets shall not be deemed a breach of this Agreement.

### 3. Complaints Handling

3.1 If dissatisfied with any Services-related matter, the Customer should make a complaint by raising a Ticket in the Control Panel.

3.2 Complaints will be responded to within three Working Days.