

Terms and conditions of service

Version 1.6 – 15/09/2023

1. Interpretations

1.1 Definitions

Unless otherwise stated, the following definitions apply to this document:

- "we", "us", and "our" are references to Spectulise Ltd;
- "you", "your" and "customer" are references to the person paying for services from Spectulise Ltd, having entered into this agreement;
- "services" are web hosting, domain registration, design, support, email and other services or facility provided by us to you;
- "server" is the computer equipment operated by Spectulise in connection with the services provided;
- "order" means a request made by the customer to Spectulise for services to be supplied subject to these conditions;
- "charges" are the charges payable by the customer for the provision of services and may alter annually.

1.2 Include

The words "include" and "including" are to be construed without limitation.

1.3 Headings

The headings in this document are for convenience only and shall not affect the interpretation of these conditions.

2. Domain names

2.1 Domain names may be purchased by Spectulise using a third party domain registration company. All domain names are registered in the customer's name and/or company or organisation name. We will make you aware of the annual charges associated with your domain name before registration and any changes to those charges before renewal.

2.2 .uk domain registrations are also subject to Nominet's (the UK's internet registry) terms and conditions – www.nominet.uk/go/terms.

2.3 It is the customers' responsibility to provide accurate registrant information which will be used to register the domain name. Any changes to this information should be communicated with us in writing so that we can amend appropriately.

2.4 If in the future you wish to move your domain we will surrender the domain (providing the account payments are in good standing) transferring it to your choice of provider. There is no charge for moving a domain to a new registrar.

2.5 Domain registrations, changes and transfers are normally initiated the same working day unless communicated differently.

2.6 When registering a domain name we are required to provide registrant contact information. This is publically displayed in the domains 'WHOIS' record. If you would prefer to remain anonymous, please let us know.

3. Refunds

3.1 Money back guarantee

3.1.1 Customers are entitled to a full refund within 14 days of the initial order being placed. (Excluding domain names purchased). This will normally be issued to the original payment source.

3.1.2 The 14 day money back guarantee does not apply and will not be issued if more than 50% of allocated data transfer has already been used on the web hosting account. This money back guarantee does not apply to domain name registrations or if the account has breached these terms and conditions prior to cancellation.

3.2 Account cancellations

After the 14 day introduction period, no refunds will be issued for account cancellations, the service will be available for the prepaid period, but you can choose not to use it. If cancellation of the account is caused by the customer breaching these terms and conditions, no refund will be issued. No refunds are issued for domain registrations.

4. Misuse

4.1 Spam / Unsolicited Mass E-mail

The sending of Unsolicited Commercial Email (SPAM) through our servers promoting any website or through third party servers promoting a website hosted by us can result in the suspension or termination of the customers web hosting account without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'opt in' methods and a strict removal procedure is published in all mailings. 'Safelists' and other advertising related mailing lists may not be operated. Any complaints received are taken seriously and will be investigated.

4.2 Chat Rooms

Only the chat room scripts provided for the customer in their control panel are allowed on our server. Any other scripts found will be disabled and the account suspended in serious or repeat cases. An exception to this term is for scripts which are FULLY applet based whereby the applet is downloaded and run from the clients system.

4.3 Account Use

Under no circumstances must our servers be used for the hosting or communication of, reference to or linking to any of the following:

- 4.3.1** nudity, pornography, anything of a sexual, lewd, or obscene nature;
- 4.3.2** violations of any copyright or any other right of any third party;
- 4.3.3** pirated software or files;
- 4.3.4** threatening, abusive, harassing, defamatory statements;
- 4.3.5** promotion of illegal activities (hacking, cracking, etc);
- 4.3.6** information or software containing or about any kind of virus, worm, Trojan horse or other harmful code;
- 4.3.7** hate speech or hate propaganda;
- 4.3.8** the collection of personal information for illegal purposes;
- 4.3.9** content deemed by us at our sole discretion to be harmful to us;

4.4 Banned scripts

We do not allow the use of the following scripts on our servers. Alternatives are provided where possible in the control panel – if unsure please ask for a control panel trial or contact Spectulise for assistance:

- UltimateBBS /UBB
- IkonBoard
- All versions of YABB forum
- Proxy scripts

- IRC scripts
- Anonymizer
- Chat rooms not included as standard in the cPanel (see s4.2)
- phpShell and similar command execution scripts
- Webmail and eGallery modules of PHP-Nuke
- FormMail
- phpSitemapNG – Google sitemap creator

4.5 Suspension / Termination

We may immediately and without notice, and without refund, suspend, limit or terminate services where misuse is detected for the protection of all users on our servers.

5. Conceptulise

For customers using our Conceptulise website management system.

5.1 Software license

Our in-house website management system, 'Conceptulise' is provided as a licensed service with an annual renewal. You must have an active license to continue using our software.

5.2 Updates

We will provide updates to the core Conceptulise functionality over time as part of the annual fee. Updates to individual site customisations are not included and may be overwritten or charged to be maintained.

To enable us to carry out updates we may take a backup copy of your account and login to your website to test changes made. We will not access personal data as part of this process.

5.3 Ownership

Conceptulise is a licensed product which remains the property of Spectulise Ltd and/or contributing providers. Except for the purposes of creating a backup you may not copy or reproduce the Conceptulise code. Your website content remains your property. We can provide a copy of your content on request.

5.4 Resources

Hosted Conceptulise websites include a standard hosting resource. Extra space, resources or customisations will be charged for.

6. Billing

6.1 Payment schedules

The customer agrees to supply appropriate payment for the services received from us in advance of the time period during which such services are provided.

6.2 Invoices

All invoice notifications will be sent via email, unless requested otherwise. Customers are required to pay their invoice in advance at the beginning of each payment term using the available method of your choice within 30 working days of the invoice issue date.

6.3 Bank charges

Customers are responsible for the provision of sufficient funds in their account and we will not be held responsible for any charges incurred as a result of overdrawing of the bank account or credit card or as a result of failed transactions.

6.4 Suspension

We reserve the right to suspend any account after 30 working days have passed without due payment being received. Any added time for payment will be at our sole discretion.

6.5 Currencies

All invoices and payments are processed in GB Pound Sterling (£)

6.6 VAT

For the convenience of our small business and personal customers, Spectulise is not VAT registered. The price quoted is the final price and VAT cannot be claimed back on this.

7. Backups

7.1 Hosting backup regularity and policy

Backups to our hosting servers are made by a third party management company each day on an incremental basis and each week on a full basis, however, no guarantees are made of any kind as to the integrity of these backups. All customers are strongly advised to regularly download their own backups from their control panel where a zipped archive is provided daily of all account files and databases.

7.2 Other systems

The backup procedures of the third party systems we use such as 'Microsoft Exchange Server' vary and in some cases there are optional backup solutions. Please contact us to discuss individual systems.

8. Resource Use

8.1 CPU & Memory

All accounts are monitored for their use of server resources. If any account is using a high amount of server resources we will contact the customer to discuss the issue with them. In serious cases where an account is using a considerably large amount of system resources (memory, CPU etc.) the account may be suspended or script disabled without notice to maintain the smooth running of the server.

8.2 Data transfer and webspace allocations

Customers can request a package upgrade or temporary resource increase at the costs set. It is the sole responsibility of the customer to contact us in advance of requiring extra resources to prevent account suspension. In some cases, accounts are automatically suspended when their resource limits have been reached and manual unsuspension is required by us.

9. Customer Responsibility

9.1 Contact Information

The customer is responsible for keeping their contact details up to date in their hosting control panel and notifying us of changes to domain names and contact information. We cannot be held responsible for communication mix-ups as a direct result of the customer's failure to update their details.

9.2 Sensitive data

Customers are responsible for keeping their usernames, passwords and other sensitive data safe. If a breach is suspected, the customer is required to request a change of login details by contacting Spectulise.

10. GDPR (General Data Protection Regulation)

The website hosting, email provision and associated services provided by us will often be used by the client for the collection of personal data. For this purpose Spectulise will be the **Data Processor** providing services on your behalf to facilitate you as the **Data Controller**.

10.1 Accessing your information

We will not access your data without your express written permission, unless required to do so by law.

We will inform you if there is a need to access your data (unless precluded from doing so by a legal request).

10.2 Responsibility

As the data controller, you are responsible for your stored data.

You must ensure that data held has been collected and is processed legally and fairly within the principles of GDPR and applicable laws.

Under GDPR you will be responsible for facilitating your legal obligations such as 'data subject requests'. We will provide access to systems which hold your data and assist as necessary to ensure that you can fulfil your duty.

10.3 Type of data to be stored

We keep our systems secure and patched. Our systems allow a wide range of data to be stored and processed. It is up to the data controller to ensure adequate protections are in place for the data they are processing. This may include keeping scripts up to date, backed up. **If transacting personal data, functionality such as encryption and SSL may be appropriate.** If unsure you should contact us so that we can discuss your circumstance.

10.4 Our suppliers/employees/contractors

We work with carefully selected third party suppliers to provide services to you. Our third party suppliers will not access your data unless we have received your express, written, permission.

As a consultancy company, we may suggest and introduce a large number of potential solutions. We aim to operate openly so you have confidence in where and how your data is stored. We can provide details on request of the individual storage locations and information required to carry out your own impact assessment.

Where employees or contractors are used they are vetted and only given access to the relevant data they need access to for the appropriate time period.

10.5 Account termination

We will host the data in your account(s) whilst you are a client and request us to do so. If your account is terminated you can request a copy of your data or ask us to fully delete your account. If we are not specifically requested to fully delete your account, for your convenience we will hold a copy of your account data for up to two years. After this period of time it will be removed from our services.

10.6 Data breach

If you believe a data breach has occurred you should contact us as soon as possible in addition to following your own data breach procedure.

If we believe a data breach has occurred involving your data we will contact you.

If a data breach has occurred we will assist in communicating to your data subjects and the ICO as necessary.

10.7 Data Protection Officer

Our Data Protection Officer is Simon Corrigan – info@spectulise.com.

11. Contact procedure

11.1 If a breach of these terms and conditions is found we will, at our sole discretion, determine whether it is a serious or minor breach. If a serious breach of these terms is found we reserve the right to suspend the account(s) of the customer in question or disable any part of the account before contacting them. We will however make an attempt to contact the customer prior to suspension in the event of a minor breach using the email address we have on record for your account. If no reply is received within 3 days we will escalate the status of the breach to a serious breach and may suspend the account(s).

12. Limitation of Liability & General Terms

12.1 We are not responsible for any claimed damages, which may result from our servers going offline, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The customer is responsible for ensuring they hold the appropriate copyright / intellectual property rights for all files hosted. The customer agrees to indemnify and hold us and our employees harmless from any claims, damages, including but not limited to consequential damages resulting from the use of the service which damages the customer or any other party.

12.2 We will cooperate fully with investigations of violation of systems or network security at other sites and will cooperate with law enforcement authorities in the investigation of possible criminal violations. Customers who violate these terms may incur in criminal or civil liability.

12.3 For clients with multiple accounts, we reserve the right to suspend all accounts should the main account owner violate these terms and conditions in a manner deemed by us to be extremely serious.

12.4 We will be the sole arbiter as to what constitutes a violation of these terms and conditions. The failure by a customer to meet or follow any of the above terms and conditions is grounds for account suspension or deactivation.

13. Modification

13.1 We reserve the right to add, delete, or modify these Terms and Conditions, our hosting packages and prices at any time with notice provided via email.

Any questions concerning the above stated terms and conditions should be e-mailed to us before ordering. By using our services you are accepting these terms and conditions.

