

## **Please Read!**

### 0. Services

HeartCo and Media Sussex offer a hosting solution, which will be referred to as 'hosting' in this document. The hosting services we supply are in management only. We offer the hosting management as a paid service, which includes the registration and management of your hosting services within the monthly or annual cost.

The actual hosting of the clients' website and related fees will be paid by HeartCo and Media Sussex. These related fees include the monthly hosting cost of the website and daily backups. The annual cost of a domain name may or may not be included within the monthly/annual fee, but will be declared one way or the other when the hosting is first agreed. Further information in section 4.

Please note the hosting services that we offer includes the following within the monthly/annual fee:

- The hosting of your website, keeping it live at all times, where possible
- The maintenance of your email inboxes and forwards
- The renewals of your domain and hosting (assuming all payments are up to date)
- Backups where appropriate
- Website fixes where the hosting is at fault
- Email fixes where the hosting is at fault

The hosting services that we offer does not include the following within the monthly/annual fee:

- Website updates or changes
- Website developments
- Website errors caused by events outside the fault of the hosting
- Email errors caused by events outside the fault of the hosting
- Website migration (to or from our servers)

### 1. Pricing

In selecting us as a Host for your website you are agreeing to pay the agreed amount annually or monthly for a minimum of one year (12 calendar months) and may continue to do so as long as we are able to offer the service. Should we cease to provide this service, we will notify you with at least a month's notice so that you are able to make other arrangements. Should this be during an annual payment cycle, we will refund you the outstanding amount.

For customers wishing to host domains through us, annual hosting payments will include domain registration fees (see item 7). For monthly payments, the first payment of the year will include the annual amount for your domain. Your service will not commence until your full balance has been paid.

Monthly payments will may total at a slightly larger annual figure due to additional admin and ongoing fees. These will be set at the start of the agreement and will not change for the duration of the first twelve months. HeartCo reserves the right to amend pricing thereafter.

Any fees that aren't able to be paid on the stated date must be discussed with HeartCo 10 (ten) days prior to the date in which the payment is due. Failure to do so may result in a loss of service and action taken to retrieve outstanding payments. This action will consist of a written/email reminder followed by a final reminder and then legal steps will be made to settle the account. This can and will be avoided by open communication with HeartCo and a re-scheduled payment timescale.

HeartCo reserves the right to claim the balance due to date after the deadline has been missed.

### 2. Backup

A server backup system will be available to you with the hosting service we offer, but is not included without request. Depending on the package selected, and the time the contract is started, these backups may be made at different frequencies – please check via email prior to making a commitment that you are happy when your backups will be made. These factors vary with time and so for further information, contact HeartCo at any time. Please be aware that HeartCo is not liable for any technical malfunctions that may result in loss of data (temporary or long term) over the time of the Hosting period if you do not request a backup service. Please note that even with the backup service, HeartCo cannot guarantee that all data will be saved between backup intervals.

### 3. Servicing.

Occasionally the servers HeartCo use will require servicing, and at these times, your website may be taken offline for a small period of time. This will be rare and usually the downtime equates to a couple of hours maximum. Where possible, we will email you to make you aware of when these periods may be.

In the event that a technical issue arising, you may experience minimal downtime while the service is repaired. During these rare occasions, we may not be able to give you notice as it is an unexpected event.

### 4. Server setup.

The HeartCo Hosting and Domain service acts to look after your online content. You are not paying for a server, you are paying for HeartCo to upload and maintain your content online on servers that are registered to us, along with any correspondence necessary with the hosting company on your behalf. HeartCo do not own or possess the physical servers, but rent them virtually from a company based in the UK. Your subscription includes the ongoing maintenance of the server, emails and back-ups (if opted in the original agreement).

Like most other websites, your website/online content may be placed on a server that facilitates other websites too. This will not affect your website in any way, as you will have a designated portion of the server that grows with your content, bandwidth and emails.

Please note that you are not buying a designated server, these come at a much higher price and are only recommended for high-traffic websites and large companies. We can offer this service at a higher price, please contact HeartCo for further details.

HeartCo reserves the right to privately maintain the relationship we have with the company that provides the Hosting services. We will not disclose any of your details with this company, unless stated to you individually. Nor will we be able to divulge the name of our service providers. Should you wish to see the unspecified hosting company's terms and conditions, please email HeartCo (info@heartco.co.uk) and they will send you a duplicate copy with the provider's name replaced with [Hosting Company]. In entering into an agreement for Hosting your website with HeartCo you are accepting these terms which are binding. It is advisable to read through these terms if you are dealing with an FTP account on the server directly. If we are offering this service for you then it is not essential you read these terms and conditions.

If this service setup is not preferable, we can arrange other hosting providers to help you meet your hosting needs.

### 5. Memory and Traffic/bandwidth.

Due to the relationship between HeartCo and our server supplier, we are able to offer limited levels of data storage and limited levels of traffic/bandwidth on your website/online content. This will be stated in the original agreement when setting up your Hosting Service with HeartCo. Should you require more server space or bandwidth, this service can be arranged at a small price increase per month or at your next annual renewal.

If you have opted for annual payment and you require further storage space or bandwidth mid-term, you will be notified of the payment excess, which can be paid in a one-off fee.

### 6. Domain registration.

If you have already obtained the domain name you require, we will need to ensure the current company is able to forward to our servers. This is normally a simple and routine process, however there may be occasions when a new domain registration is required in order to process the website transfer or initial build. This will be explained to you during the process and the charges will be made known to you. There may be scenarios where you will still be required to pay existing balances with the company who originally managed your domain for you. HeartCo is not liable to pay this fee. This scenario is rare and in these cases, other companies usually charge no more than £10 for the remainder of the annual cost (this fee is accurate at the time of printing but is subject to change). Usually the fee is easily transferrable. If you have not purchased a domain for your site, the annual fee will be included in your first monthly or one-off payment.

In cases of domain registration transfers, you may be subject to small fees both from us and from the domain registry. We register new domains in the name of HeartCo in order to protect your identity and to adhere to the Data Protection Act.

### 7. Content.

HeartCo is not liable for the content that is put on the websites/online content that is hosted. We will upload the data you supply, but should any legal issues arise – the responsibility for content lies with you, the client. In the cases where C.M.S. (Content Management Systems) are implemented for client use, it is the responsibility of the client to maintain and monitor the forums, comments and contributions made by other parties. HeartCo accepts no liability for any content going against the terms and conditions listed by our service providers. If you are cautious of this, please request these terms and conditions from HeartCo.

Please also note that any emails that are sent or received through the Hosting Service that we provide are the your responsibility. It is also important that you manage your incoming and outgoing email traffic. "Spamming" or increased email usage may require us to investigate if you are adhering to a fair-use policy of an average amount of emails for the given field that your website is a part of. In cases where it is deemed that you are over-using the services, a fair-use plan will be set up for you before any further action is taken. Breach of this fair-use plan could lead to cancellation of the contract, but may still incur the full cost of the current period (year). HeartCo does not accept any responsibility for the actions performed through the services it provides.

All Data captured by the websites that are hosted or maintained on behalf of the client by HeartCo remains the responsibility of the client. This includes (but is not limited to): contact forms, capture forms, website tracking data and cookies. Data protection and all legal responsibility for that data belongs to the client. Data that is subject to the EU General Data Protection Regulation (GDPR) remains the responsibility of the client. For further information on GDPR, please refer to the official documentation [which can be found here](#). Or, if you're short on time - [you can also read our brief summary of GDPR here](#).

#### 8. Expiry of Contract.

All the information supplied is accurate and will remain in force for the life of the initial twelve month term, at which point, any updated version of the terms and conditions may be presented to you. Please keep this document on file during your contracted agreement with HeartCo, as you may need to refer back to it.

Your Hosting Service contract will not expire unless you specifically request it to. At the end of the twelve months, you will be notified of any minor price changes and the service will continue. You will have the opportunity to cancel at this time (see section 9). If you pay on a monthly basis, payments will continue at the same (or newly notified) price. If you pay on an annual basis, you will be billed in full for the next contract term. Please note that you will be able to switch from one payment method to the other at the end of a twelve-month term – but one month notice will be required prior to the contract term coming to an end.

If you pay annually, we will notify you with at least a (1) month's notice. If we do not hear from you after we have sent you a reminder, you will be reminded once more two weeks before the termination and finally a grace period will be offered for a further two weeks after the contract expires before we will cease to provide your service. In this scenario, we reserve the right to remove your files from the server three weeks after your contract has expired.

#### 9. Cancelling.

If at any time, you wish to cancel your contract with us, please be aware that there will be a cancellation fee that will usually include a small admin charge plus the remaining amount that needs to be paid (where a monthly payment plan is used). In the case that one-off payments are made, you may drop out at any time but you will not be entitled to a refund in part or in full. HeartCo reserves the right to cancel any agreement if any of the above terms and conditions are broken or violated. No refund will be given in these cases.

HeartCo uses the annual hosting fees to facilitate the ongoing hosting of all websites under our care, a cancellation during a one-year period does not automatically mean that the remaining term on the current annual cycle will cease – even when a monthly payment plan is used).

This is the digital agreement between HeartCo and you, the client, for the hosting and/or domain registration. Please ensure you have read the terms and conditions attached alongside this document. By paying our fees, you are accepting and agreeing to the listed terms and conditions in return for HeartCo's Hosting services.

A copy of the latest terms and conditions are available at any time upon request [info@heartco.co.uk](mailto:info@heartco.co.uk). Please allow 5 working days for us to respond. Alternatively, you can find the latest version online at [www.heartco.co.uk/terms-and-legal](http://www.heartco.co.uk/terms-and-legal).