



## **Cloudwizz | Terms of Service**

(Updated October 2023)

These terms and conditions ("Agreement") govern your use of Cloudwizz's website design and hosting subscription service ("Service"). By subscribing to our Service, you agree to be bound by these terms and conditions.

### **Subscription Plans:**

We offer multiple subscription plans with varying features and pricing. The details of each package are subject to change at any time, and the current offerings are available on our website's pricing page. By subscribing to our Service, you agree to pay the subscription fees associated with your chosen plan. Payment will be taken monthly; however, all plans must last an initial 12-month period.

### **Minimum Subscription Period:**

Your subscription plan must be maintained for an initial minimum contract period of 12 months. During this initial 12-month period, the plan cannot be cancelled. After the initial 12-month period, the plan will automatically roll on a monthly basis, and there are no other minimum contract periods.

### **Design and Website Construction Process:**

Upon the first payment being processed, your subscription will be activated immediately. Within 24 hours of subscribing, our team will contact you to gather the necessary information required for designing the website. Once the initial information required is received, within 7 working days, we will provide you with the initial designs for your approval. Once the designs are approved, our team will proceed with coding the website, which typically takes up to 15 working days. The estimated timeline for completion of the site is approximately 20 working days from the start of the subscription. However, please note that while we strive to adhere to these timelines, slight variations may occur. Cloudwizz cannot be held accountable for any variations in the timeline, as they may depend on factors such as the response time of client communication and feedback.

### **Website Launch:**

By subscribing to our service and engaging in the website launch process, you acknowledge and agree to provide Cloudwizz with access to update the nameservers associated with the domain. This may involve granting us access to your domain registrar account or coordinating with your domain provider to facilitate the necessary

changes. Please note that Cloudwizz cannot be held responsible for any delays or issues arising from the unavailability of access to update nameservers and it is the client's responsibility to ensure timely provision of access and cooperation in this regard.

### **Website Updates:**

As part of our commitment to maintaining your website's functionality and relevance, Cloudwizz offers website update services included in your subscription plan. These updates encompass modifications to text, images, and development within existing pages of the website. Any updates and modifications will be completed within 3 working days. Under this service, you are entitled to fair use of up to 1 hour of development time per month for website updates. This development time covers tasks such as content changes, image replacements, and minor adjustments to existing pages. Please note that website updates exceeding the allotted development time will be subject to additional charges at our standard hourly rate. Cloudwizz reserves the right to determine the scope and complexity of website update requests eligible for inclusion in the subscription plan. Updates beyond the scope of fair use or requiring significant development time may be considered outside the scope of the plan and subject to additional charges.

### **Additional Development Pricing:**

Any work conducted outside the scope of the fair use policy, including the development of additional pages or website updates exceeding the allotted 45-minute development time per month, will be subject to additional charges. Cloudwizz's standard hourly rate for such additional work is £65 per hour. This rate applies to tasks requiring extra development time, substantial modifications, or the creation of new website pages beyond what is covered by the subscription plan. Please note that Cloudwizz reserves the right to update pricing for additional work at its discretion and any pricing changes will be communicated to subscribers.

### **Website Ownership and License:**

The websites designed and built by Cloudwizz remain the property of Cloudwizz. As a subscriber to our Service, you are granted a non-exclusive license to use the website for your business during the active subscription period. This license is subject to compliance with these terms and conditions.

### **Intellectual Property and Content:**

Any photos, text, copywriting, and design materials provided by Cloudwizz to create the website shall remain the exclusive intellectual property of Cloudwizz. If the subscription is cancelled or terminated, Cloudwizz retains full ownership and rights to the website design and content created during the active subscription period. You will no longer

have the right to use, reproduce, or modify the website design and content after cancellation or termination, as they are the sole property of Cloudwizz.

**Domain Ownership:**

As a subscriber to our Service, you acknowledge and agree that the ownership of the domain registered or transferred through Cloudwizz will belong to you. In the event of cancellation or termination of your subscription by you or us, you will retain full ownership of the domain. However, please note that it will be your responsibility to transfer the domain from Cloudwizz to a new domain service. Any costs associated with the domain transfer, including but not limited to registration fees, transfer fees, or any other incurred expenses, will be solely borne by you.

**Website Uptime and Downtime:**

At Cloudwizz, we are committed to providing a reliable and high-quality web hosting service. However, occasional downtime may occur due to various factors beyond our control. We have established the following terms and conditions regarding downtime:

**Scheduled Maintenance:** To ensure the continued performance and security of our hosting infrastructure, we may occasionally need to perform scheduled maintenance. During such maintenance windows, there may be temporary service interruptions. We will make every effort to notify our clients before any planned maintenance.

**Unplanned Downtime:** In the event of unplanned downtime due to technical issues, hardware failures, or other unforeseen circumstances, Cloudwizz will work diligently to restore service as quickly as possible. While we strive for minimal disruption, we cannot guarantee 100% uptime.

**Service Credits:** Cloudwizz offers service credits as compensation for prolonged and significant downtime caused by issues within our control. These credits will be applied in accordance with our Service Level Agreement (SLA).

**Service Level Agreement (SLA):**

**Uptime Guarantee:** Cloudwizz guarantees a monthly uptime of 99.9%. Clients may be eligible for service credits if our service falls below this level.

**Data Backup:** We maintain regular backups of client data, as outlined in our SLA, to mitigate data loss in the event of unforeseen circumstances.

**Liability:** Cloudwizz is not liable for any direct or indirect damages resulting from downtime, including but not limited to lost profits, data loss, or business disruption.

By using Cloudwizz's web hosting services, you acknowledge and agree to these downtime terms and conditions. We are committed to delivering the highest level of service and will continue to work diligently to minimize downtime and provide the best possible hosting experience for our clients.

**Cancellation and Termination:**

Once the initial 12-month period is completed, you may cancel your subscription at any time without any further obligation. However, during the initial 12-month period, the plan cannot be cancelled. After the initial 12 months, you can cancel your plan by providing notice in writing to Cloudwizz via email at [contact@cloudwizz.co.uk](mailto:contact@cloudwizz.co.uk) or any other official Cloudwizz email address, with at least 30 days' notice. Cloudwizz will acknowledge the receipt of your notice and confirm the effective date of cancellation.

**Payment and Billing:**

Payment for the Service will be processed on a recurring monthly basis. You agree to pay the monthly subscription fee by subscribing to our Service. Failure to make payment may result in suspension or termination of your subscription.

**Payment Non-Receipt and Site Deactivation:**

If we do not receive payment for your subscription on the designated monthly billing date, we will make every effort to contact you and reattempt the payment. Our team will proactively work with you to resolve any payment-related issues. However, if the payment remains outstanding for 28 days from the initial billing date, we regret to inform you that your website will be deactivated. This means that the site will become non-viewable and non-functional until payment is made and the outstanding balance is settled. Additionally, during the deactivation period, access to email accounts associated with the subscription will be deactivated. To reinstate your website and access email accounts, it is essential to settle any outstanding payments and bring your account up-to-date.

**Termination by Cloudwizz:**

Cloudwizz reserves the right to terminate the Service at any time if we have reason to believe that there are attempts to avoid payment or abuse of our systems and services. We additionally have the right to terminate the Service at any time if we deem any client behaviour to be against our principles. In such cases, we will provide you with a notice of termination at least 14 days before the termination date. Upon termination, your website(s) will be deactivated, and access to email accounts associated with the subscription will be disabled. You acknowledge that Cloudwizz will not be liable for any

damages or losses incurred as a result of such termination, including but not limited to lost profits, data, or business interruption.

**Warranties and Disclaimers:**

We warrant that we will provide the Service with reasonable care and skill. However, we do not warrant that the Service will be uninterrupted or error-free. To the maximum extent permitted by law, we disclaim all other warranties, express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement of third-party rights.

**Limitation of Liability:**

To the maximum extent permitted by law, we will not be liable for any indirect, special, incidental, consequential, or punitive damages arising from or relating to the Service or these Terms, including but not limited to lost profits, lost data, or business interruption. Our total liability in any case will be limited to the amount paid by you for the Service during the subscription term.

**Governing Law and Dispute Resolution:**

These Terms will be governed by and construed in accordance with the laws of England and Wales. Any dispute arising from or relating to these Terms or the Service will be resolved in the courts of England and Wales, and you consent to jurisdiction in those courts.

**Notices:**

Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered by email to [contact@cloudwizz.co.uk](mailto:contact@cloudwizz.co.uk) or any other official email address provided by Cloudwizz.

**Amendments:**

We may update or modify these Terms from time to time. We will provide notice of any material changes to these Terms. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms.

[END OF TERMS]