

Stepping Stones Web Ltd 2 Shaw Park Business Village Shaw Road Wolverhampton

West Midlands WV10 9LE

01902 244123

services@steppingstonesweb.net

steppingstonesweb.net

@SSWNet

@StepStonesWeb

Terms & Conditions

Domains

- 1. All domains are registered to you unless specific instructions are given for an alternative
- 2. All domains are your property
- 3. Domains are held in our control panel to allow us to monitor and protect
- 4. This is a managed service so all technical actions that need to be carried out to your domain are included
- 5. Domains can be transferred to your own registrar account at any time as long as it has been paid for in full
- 6. If the domain is in your own control panel you accept all the risks associated with this
- 7. If the domain is in your own control panel any actions we need to complete are carried out at the chargeable rate of £60 an hour (on a per minute basis) and will need to be planned in

Hosting

- 1. All data is hosted on a server in Nottingham
- 2. The hosting space is managed so all technical changes to the server/hosting side are done by ourselves included in the cost of hosting
- 3. You can have access to the Control Panel upon request
 - a. Changes made here can cause loss of data and emails / website to stop working
 - b. If we have to repair any changes here it will be charged at a rate of £60 an hour (on a per minute basis)
- 4. We do not impose any limits on space used to host websites / emails
 - a. We will advise you based upon your personal circumstances when data storage may affect your services

Websites - videos should be stored with a service like YouTube, if large images are uploaded, but displayed small we will discuss about optimising them (this would impact upon website load speeds giving your visitors a low quality experience)

E-Mails - Once you start having over 2GB of E-Mails a dedicated E-Mail service may provide better functionality and a larger capacity (i.e. Office 365 E-Mail has 50GB storage)

- 5. Antivirus & Malware The server has antivirus and malware scanning software
 - a. Websites will be scanned periodically and should they contain anything you will be alerted. We can do the clean for you at a quoted price



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- b. E-Mails are scanned as soon as they arrive at the server and cleaned of any detected viruses or malware
- 6. Backups Multiple backups are carried out of the server for different eventualities
 - a. The server is backed up as a whole every night at the data centre
 - b. Each hosting space is backed up to cloud storage every night this includes website and emails
 - i. Restores from here may incur a cost to be quoted depending upon what needs to be restored
 - c. Wordpress Sites will be advised to allow us to add Updraft as an additional backup
 - i. This is scheduled for a nightly backup of the wordpress site and all settings
 - ii. This gives clients the ability to do backups during changes so hours of work aren't lost with a single mistake
- 7. This is a webserver it is not designed for hosting backups, so backups are not permitted to the webspace. This is not a good idea after all if something was done to the webspace that deleted your webspace, it would also include your backups too

Wordpress Sites

- 1. Wordpress sites created for you always are your property and you are free to take anywhere as long as they have been paid for in full
- 2. Sites created will use a variety of appropriate tools, Themes & Plug Ins
 - a. Wordpress is open source software so you always have control of this
 - b. Divi is the most common Theme we use to build websites. While on our server we provide you with our licence for this theme. If you do move server you can leave on the version it is, but to get updates you may need to buy your own license
 - c. Plugins used may be open source and free which means you can continue to use and update
 - d. Plugins we have provided licenses for under our server license you will have the version at which point the site leaves our servers. You may need to take out your own license to continue to receive updates or premium features
 - e. Special plugins only to your site will all be licensed to yourself as you will have paid for them during development. These will always be licensed to you as you continue to pay for the license
- 3. Wordpress is software application that runs on a webserver. Like all software applications it requires updating. You are responsible for keep your website up to date for Wordpress, Themes and Plugins for your sites safety and security. There are maintenance plans available.



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- 4. While third party tools will have been advised upon the build of your website, it is your responsibility to keep these up to date. Stepping Stones Web Ltd is not liable for these tools and their actions.

Maintenance Plans

- 1. Basic Maintenance Plan
 - a. We will apply updates throughout the month to Wordpress, Themes and Plugins to keep your website up and running
 - b. Backups will be set to do a backup 3 times a day
- 2. Speed Maintenance Plan
 - a. Includes all of the Basic Maintenance Plan
 - b. We will scan through your site throughout the month using tools and techniques to keep the website optimised
 - c. We will do a monthly scan against GT Metrix to ensure you are Grade B or Higher (in the Green)
- 3. Security Maintenance Plan
 - a. Includes all of the Basic Maintenance Plan
 - b. We will provide a licence for Wordfence Premium security to enhance the monitoring and security of the server
 - c. We Will provide Dark Web monitoring of all emails linked to the domain
- 4. Ultimate Maintenance Plan
 - a. Includes all of the Basic Maintenance Plan
 - b. Includes all of the Speed Maintenance Plan
 - c. Includes all of the Security Maintenance Plan

Security

- 1. As we are administrators of our server it does mean we have administration access to the data on the server
 - a. We will never access your data without your permission, typically to problem solve or restore from a backup or security maintenance
 - b. During all time we abide by the Computer Misuse Act which covers this kind of access and ensures your data is safe
- 2. Access to the administration account of the server is secured via 2 Factor Authentication and a strong Passphrase
- 3. We cannot see any passwords you have used on the server as these are all encrypted
- 4. We can reset passwords for you, and you are encouraged to change password using the tools available



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- 5. Our Cloud Based Backup locations are encrypted and again 2 Factor Authentication and a strong Passphrase are required to gain access to these locations
- 6. Where we have to use 3rd Parties for maintenance on the server, they will be held to the same conditions as we have set out above

Termination

- 1. All domains held are your property
- 2. Websites built for you are your property

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- a. Exclusion of licenses as discussed in the Wordpress section
- 3. You are free to move your property to any other service provider at any time provided any outstanding invoices have been settled
- 4. Domains are registered for a full year even if you move or close the business midway through the year
- 5. Hosting is provided for a full year even if you move or close the business midway through the year
- 6. At the end of the hosting agreement your data on the web server will be deleted from the web server in full
 - a. This can be sooner if asked for in writing, if moved away from mid
 - b. This does mean data will not be recoverable after hosting has ceased

Processing Personal Data

Stepping Stones Web Services are purely of Data Storage and security – so while we are technically a Processor for the purposes of Data Protection Law (including all laws currently in force, which we are subject to, relating to data protection and privacy), we do not view the data you store without explicit consent for the job at hand. This is then covered by the Computer Misuse Act legislation.

You are the Controller, for the purposes of Data Protection Law, and as your Processor, we will only Process (that is, do anything at all with) the Personal Data stored on the web server as instructed by you, unless in the very unlikely circumstances that we are required by law to do something else. These Terms and Conditions contain the first of those instructions. Personal Data includes any information that relates to an individual, where that individual is identified or identifiable.

We Process your Personal Data by storing it and keeping it secure in the ways we have explained above in this document, for the purposes of providing a web hosting service to you. The Personal Data will consist of names, contact details, technical information such as IP addresses, and anything else you collect or store on your website, about the people you work with including your customers, potential customers, and any other contacts you collect or store information about.



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When Processing your Personal Data on your behalf we will:

- 1. ensure we have in place appropriate protective measures to protect against a Personal Data loss or security breach, which take into account the nature of the data, harm that might result from a Data loss, available technology, and the cost of implementing any measures;
- 2. ensure the reliability and integrity of any of our employees or contractors who have access to the Personal Data and ensure that they are aware of and comply with our duties to you, are subject to appropriate confidentiality undertakings, are aware of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by you or as otherwise permitted by these Terms and Conditions, and have had adequate training in the handling of Personal Data;
- 3. not transfer Personal Data outside of the United Kingdom unless appropriate and lawful safeguards are in place;
- 4. at your choice, delete or return Personal Data (and any copies of it) to you at the end of the hosting agreement, unless we are required by Law to retain the Personal Data.

As Controller, you are responsible for responding to requests to exercise Data Protection rights from the Data Subjects (the people the Data relates to) but we will inform you as soon as reasonably possible if we receive any requests to access, rectify, block, erase or transfer any of your Personal Data, or any other communication in connection with the Personal Data, or become aware of a Data loss event or security breach. Our obligation to notify you of a Data loss event or security breach includes providing you with further information as details become available.

We keep records and information to demonstrate our compliance with our Data Protection obligations, as appropriate. We will allow for audits of the Data Processing activity we carry out for you, by yourself or your designated auditor, by prior reasonable agreement.

Please note that we are not required by Data Protection law to appoint a data protection officer.

By entering into a web hosting agreement with us you give us consent to appoint Sub-processors (that is anyone we contract out the Processing to) and we will only allow any Sub-processor to process any Personal Data related to our web hosting agreement with you in the following circumstances:

- 1. We will only appoint Sub-processors who can demonstrate their ability to comply appropriately with relevant Data Protection law;
- 2. We will enter into a written agreement with the Sub-processor which gives effect to the terms set out in these Terms and Conditions such that they apply to the Sub-processor;



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3. We will provide you with any information regarding the Sub-processor which you reasonably request.

We remain fully liable for all acts or omissions of any Sub-processor.

Privacy Policy

Stepping Stones Web is a Controller of the Personal Data relating to our customers (including potential customers and former customers) and other people we come into contact with (excluding the Personal Data we Process on your behalf, as explained above) that we collect and use in order to provide our services and operate our business.

All information is kept secure and in accordance with Data Protection law.

Third Parties that Stepping Stones Web Ltd currently use are as follows (please note this list is subject to change):

Adobe, Apple, Atera, Capsule (Amazon AWS), CWCS, Dropbox, Facebook, Google, I'm Your PA Ltd, Mailchimp, Microsoft, Minotaur Ltd, Splashtop, TLMartin Ltd, WuFoo, Xero.

Data may be stored outside of the EU, however all Third Parties used have appropriate Standard Contract Clauses in place, to handle this data.