

Website Hosting & Related Services. Service Level Agreement

1. Web Hosting

Toltech provides hosting and related services in their capacity as a reseller. We host most sites with the following providers at which their terms are available to provide the client with an overview of which hosting services the client have arranged via Toltech:

- 20i <https://www.20i.com/legal>
- Fasthosts <https://www.fasthosts.co.uk/terms>
- Heart Internet <https://www.heartinternet.uk/terms>
- Hostinger <https://www.hostinger.com/legal/universal-terms-of-service-agreement>
- Other hosting providers

Service Levels

In accordance with our suppliers' terms Toltech do not warrant that access to our servers will be uninterrupted or error free but we shall use reasonable endeavours to keep downtime to a minimum.

Wordpress

Unless otherwise stated Toltech will provide hosting services suitable for the Wordpress framework. This includes files and database as provided within the Wordpress open-source provision.

Acceptable Use

In accordance with our supplier terms the acceptance and use policies of each supplier will take precedence.

Shared Server Hosting

Unless otherwise stated Toltech will provide hosting based on a shard server model. We offer scaled alternatives, at additional cost, for higher specification hosting services.

Technical Services for Hosting

Via our suppliers we provide a range of technical services to maximise the performance of the client's website. These services may vary dependent on which service provider and their Service Level Agreements as mentioned above. This may include but may not be limited to CDNs (Content Delivery Network), malware scans, and other performance enhancements.

Shared Access to Website Content Management System (CMS) Admin Area

We will enable access for all users if requested by the client. Each user will be allocated the lowest possible privileges to allow them to perform their required function on the website/infrastructure. Each user will be requested to use a one off, unique and strong password regime, preferably using a suitable password manager facility, Multi-Factor Authentication (MFA) and possibly other security mitigations as required by the site/project.

In providing shared access to the website CMS, Toltech relinquish all/any responsibility for the integrity, security, and performance of the website.

2. Cyber Security

Liability

Toltech are in no way responsible for any compromise, breach, hack or compromise to the customer website or web-based services.

In accordance with our suppliers' terms Toltech will take reasonable precautions to maintain security on the server but provide no guarantees whatsoever regarding the security of any website.

Cyber Security Services

Toltech **do not** provide cyber security services. It is not in our service provision or skillset.

Cyber security is a specialist skill set and should be provided by a suitable qualified cyber-security specialist. The customer shall be responsible for their own cyber security regime.

Cyber Security goes much further than the client's website. It includes the client's entire IT systems, network and supply chains including devices, networks, software, connectivity, password protection and more. The client's website is a subset of the client's whole business cyber-security.

Wordpress Security

The following statement from Wordpress provides a good starting point for understanding Cyber security

What is Security?

Fundamentally, security is not about perfectly secure systems. Such a thing might well be impractical, or impossible to find and/or maintain. What security is though is risk reduction, not risk elimination. It's about employing all the appropriate controls available to the client, within reason, that allow the client to improve the client's overall posture reducing the odds of making the yourself a target, subsequently getting hacked.

Threat Mitigation

Toltech cannot provide any guarantee against cyber-crime, hacking or any other threat to the client's website or digital services.

To provide a degree of threat mitigation we will recommend a website scanning service which offers a range of website security services including scanning/monitoring client websites for vulnerabilities and alerts if the client's site is compromised.

Toltech generally recommend that the client set up an account with Wordfence (provider of the website security service) as a direct supplier.

Toltech will act as facilitators and deploy the client's chosen Wordfence solution on the client's website.

Toltech will charge a separate fee for management and monitoring of the client's selected Wordfence service.

Wordfence - Website Security

Wordfence provide a 'freemium' service where the client can select a service suited to the client's requirements. As a default we will provide the free Wordfence option on the client's website. We recommend that the client review the additional services offered by Wordfence and assess their suitability for the client's needs.

Wordfence do provide an optional remediation service at additional cost.

Website Compromises

If the client's website suffers a compromise it is the client's responsibility to carry out all required tasks including but not limited to: assessing the breach, engage in the services of the client's cyber

security specialist, if the client haven't already done so), complying with all laws and protocols re breaches, including informing the Information Commissioners Office (ICO).

The basic threat mitigation service provided by Wordfence, or other website features provide by Toltech or our hosting suppliers do NOT include any restoration or remediation unless the client have specifically opted and pay for the extra service which Wordfence offer.

Post Breach Clean Deployment from Backup

Toltech do not provide any remediation services. However, if the client's website suffers a breach Toltech may be able to assist in the restoration of a clean deployment from a backup file (if a suitable backup is available).

We may be able to liaise with the client's cyber security specialist to establish if we can deploy a clean version of the client's website (if one is available) with the latest data available.

Any work by Toltech associated with breach investigation, liaising with third parties, remediation etc., would be carried out at additional cost to the client.

If the client opts for the relevant service with Wordfence they will provide a site investigation and restoration service. All discussion re a breach investigation/restoration service will be handled directly between the client and Wordfence.

If the client co-opt the services of Toltech in this exercise all time would be chargeable by Toltech at our hourly rate.

Cyber Security Specialist.

We strongly recommend that the client employ a cyber security specialist to manage the client's cyber security affairs. If the client do not have a cyber security specialist, we can introduce the client to one.

Cyber Security Insurance.

We strongly recommend that the client investigate the engagement of cyber security insurance. If the client do not have a cyber security insurance specialist, we can introduce the client to one.

SSL Certificates.

Toltech will provide, via our hosting suppliers, SSL Certificates for the customers website as described within the proposal and in accordance with our Standard Terms and Conditions.

As a default and unless otherwise stated we will provide the basic level of SSL Certificate as defined in our product descriptions

We recommend that the client review the additional services offered and assess their suitability for the client's need.

3. Website Data Backup

Toltech makes no representation and gives no warranty that data stored on the web server will be backed up.

If the Customer has subscribed to the Backup Services Toltech will (in accordance with our suppliers practices and terms) use reasonable endeavours to create backup the website. Customer data is backed up on a regular basis and on a timescale as described in the proposal.

This backup service is **not** an archival service or intended to provide a long term storage of the client's website/data. Backups are only stored online via our hosting suppliers for a maximum of 30 days. This is generally for the purposes of restoring the website/data if the website suffers a catastrophic failure. Backups will include site files and database at the date of backup.

Toltech may, in limited circumstances, be able to provide a restoration of a backup from our suppliers automated backup (at additional cost).

In circumstances where a website has suffered any form of security breach or other catastrophic failure, and cannot be restored it the customers responsibility to employ the services of a cyber security specialist to manage the deployment of a cleaned website (see Causes 2.5, 2.6, 2.7) should they wish to do so. Toltech reserve the right to levy a charge for support in liaison with the customer or customer security specialist in the redeployment of a cleaned website.

If the client's website collects and stores data it is important that the client understand the rules of GDPR for what the client collect, how the client manage and store this information. It is the client's responsibility to download and remove any data that no longer needs to be stored on the client's website. Failure to manage this properly could mean infringing GDPR rules.

4. Domain Names

Toltech will register the client's domain name with one of our suppliers according to the needs of the project. We will register the name with the information available to us at the time of registration. All domains will be registered for a period of 12 months unless explicitly agreed otherwise.

Domain Services Services

We can provide services domains services (depending on supplier) including, but not limited to, web forwarding, email forwarding, DNS Settings.

Renewals

In conjunction with the client we will attempt to renew the domain on an annual basis. We will inform the client 2 months prior to the recorded expiry date of the domain to instruct us to act accordingly. Unless we receive explicit instruction to renew the domain we will let the domain expire and assume that the client are taking control of it or letting it expire.

All expired domains will default back into the open market and be available for anyone (including competitors) to register and use them.

Whilst the UK has some facility for monitoring and controlling domain (uk domains) there is no such control for non-country domains *eg .com, .biz etc). If the client's domain expires it is almost guaranteed to be registered by someone else instantly, on the day of expiry. Therefore, it is critical the client instruct us to renew the client's domain or risk losing it.

Subsequent Verification (non-country domains)

The client may receive emails regarding registrant and/or validation information from several parties. It is the client's responsibility to approve and validate all information regarding the client's ownership of the domain. If the client have any doubts about the legitimacy of such emails the client should contact Toltech to verify the details, the client have received.

Subsequent Verification (country domains)

The client may receive emails regarding registrant and/or validation information, normally from Nominet. It is the client's responsibility to approve and validate all information regarding the client's ownership of the domain. If the client have any doubts about the legitimacy of such emails the client should contact Toltech to verify the details they have received.

5. FTP Access

As a default we do not provide FTP (file transfer protocol) to our clients. We provide a managed hosting service where our clients generally have no requirement for access using FTP

If we are required to provide FTP access this will be on a limited basis (restricted by IP address, privileges and a forced period of time).

In the circumstances where the client has FTP access they will assume all liabilities for the server operation, configuration and security, website and associated facilities.

In this circumstance Toltech relinquish any/all liability and responsibility for the client website, hosting and related services for the remaining lifetime of the hosting provision by Toltech.

6. Hosting Admin Control Panel Access

As a default we do not provide Control panel access to our clients. We provide a managed hosting service where our clients generally have no requirement for access to hosting control panels.

In the circumstances where the client has Web Hosting Control Panel access the client will assume all liabilities for the webserver, website and associated facilities.

In this circumstance Toltech relinquish all liability and responsibility for the client website, hosting and related services for the remaining lifetime of the hosting provision by Toltech.

7. Secure Server Certificate (SSL – Secure Socket Layer)

Service Description

We provide SSL certificates to clients through our trusted third-party suppliers. The SSL certificates secure and encrypt data transmissions, ensuring a secure connection for websites or online services.

SSL Certificate Provision

We will facilitate the procurement and setup of SSL certificates for clients using our hosting suppliers. The SSL certificate details and specifications will adhere to the client's requirements and the products available through our hosting suppliers

SSL certificates will be provided in accordance with the guidelines and terms specified by our hosting suppliers.

We will strive to ensure timely SSL certificate provisioning within 1-3 business days from the purchase date. The SSL certificates will be configured to maintain optimal security standards and compatibility with the client's website or service.

Clients are responsible for providing accurate and necessary information required for SSL certificate procurement.

Compliance and Changes

The SSL certificates provided will comply with the standard terms and guidelines of our hosting suppliers..

Any changes or updates to the SSL certificate provisioning process through our hosting suppliers. will be communicated to clients promptly.

Deployment Procedures

We utilise various deployment procedures for SSL certificates. Where deployment requires the client's authorisation via email we will inform the client of the requirements during the acquisition/sales process.

This often includes (as a requirement of our suppliers) the client being required to take delivery of an email and click through approval of a request. This is a safety and authentication procedure which is provided for the client's safety.

The client will be required to accept an email at a specific email address (typically admin@the client's domain). We will inform the client of this prior to the acquisition of the certificate to ensure that they either have and can access to or can create the mailbox.

it is the client's responsibility to provide the mailbox or ensure that they can access the relevant email address to approve the request for authorisation.

Toltech cannot accept any liability arising from an unapproved request in relation to the non approval of the email or access to the mailbox.