netscanuk

POWERING PROMISES

NetscanUK G-Cloud XI

Terms and Conditions

www.netscanuk.com

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NetscanUK are an established cloud infrastructure and services business, dedicated to powering the technology requirement of Public Sector and Private organisations.

Our focus is on security, trust and transparency - core values we believe complement our powerful, agile infrastructure.

We are wholly UK based, backed by full EU data protection compliance and have an 18 year track-record working in partnership with clients to create bespoke solutions.

This is why we are the most reliable cloud service provider in the UK - trusted by Government, Crown Estate, Telefonica, the NHS and many Universities.

Our infrastructure is as powerful and secure as the promises you make, meaning that you can depend on us to help you deliver more, faster.

1. OUR TERMS AND CONDITIONS

1.1. These terms and conditions are in addition to the Framework Agreement and Call-off Agreement (FACO) and the terms and conditions within the Call-off agreement. In the event of any conflict between the FACO and these terms and conditions, the predecessor shall be as defined in the FACO.

2. LEGAL NOTICE

2.1. The content of any Company Website (such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) or any literature generated by the Company, are our exclusive property or that of our content suppliers and is, unless specifically stated otherwise, protected by copyright, and other intellectual rights. It is published by us and may not be reproduced other than by downloading and viewing on a single CPU and/or printing a single hard copy, for private or internal business purposes only. It is not to be otherwise reproduced, transmitted, made available on a network or used to create derivative works without our prior written consent. All rights reserved.

2.2. The trademarks, logos and service marks shown on our Website and other literature, unless otherwise specified, are the trademarks of us. No rights are granted to use any of them without our prior written consent.

2.3. Any infringement of our rights will result in appropriate legal action.

3. PROTECTION OF INFORMATION

3.1 Any information you give to us will be stored in accordance with clause CO3 of the call-off agreement.

4. SECURITY

4.1. Access to your NetscanUK account will be gained by using the username and the password selected by you during the registration process. You are responsible for ensuring the confidentiality and proper use of your username, password and account and for restricting access to your computer and you agree to accept responsibility for all activities that occur under your account or password. In order to assist us with our security

policy, you should not leave your computer terminal unattended while you are logged on to our Website and should ensure that it is switched off each time you have finished.

4.2. You must tell us immediately if you believe that an unauthorised person knows your username or password or has access to your account.

4.3. We reserve the right to suspend service or terminate accounts if we suspect an unauthorised person is attempting to access it.

4.4. You agree that we shall not be liable for any losses you suffer as a result of unauthorised access to your account until such time as you have informed us of any unauthorised or possible unauthorised use of your username and password or of a breach of security and we have acknowledged in writing that you have informed us of such unauthorised access.

5. HYPERLINKS

Any Company Website may include hyperlinks to sites operated by other parties but we are not responsible for examining or evaluating them and their inclusion does not imply our endorsement of their material. You therefore agree that we will not incur any liability in respect of the content of any site accessed through a hyperlink contained on any of our Websites.

6. OUR CUSTOMER COMPLAINTS POLICY

6.1. NetscanUK is a service provided by Netscan Ltd.. We are committed to meeting the highest quality standards in the delivery of the service we provide to our customers in accordance with the Cloud Industry Forum Code of Practice (CIF-CoP) with which we are accredited. We aim to provide efficient and effective service and take any problems that do arise very seriously indeed. We aim to ensure that any complaints our customers may have are identified quickly and dealt with in accordance with our complaints handling procedure. In the event that you have any cause for complaint with regard to the Services please click on the “Contact Us” link on our Website, and submit your complaint. We will investigate your complaint in accordance with an internal written procedure which involves:-

6.1.1. acknowledging any complaint and responding in full within 28 days or, if that is not possible, letting you know within that time when we will be able to respond fully;

6.1.2. carrying out a full review of your matter;

6.1.3. responding to you with our views on your complaint and how we propose to resolve it

6.1.4. if you are not satisfied with our response, instigating a further review by our Customer Service Department.

7. BASIS OF SALE OF SERVICES

7.1. Each order for Services shall be in accordance with the agreed FACO and these terms and conditions.

7.2. No order submitted by you is accepted by us until we confirm its acceptance. When we acknowledge receipt of your order as we are required to do by the E-Commerce (EC Directive) Regulations 2002 this is not our acceptance which we will confirm separately.

7.3. You must ensure that the terms of your order which are defined in the FACO are complete and accurate and that you give us any necessary information relating to any Services on your order form to enable us to duly perform any Contract.

7.4. Our employees or agents are not authorised to make any representation concerning our Digital Marketplace entries, Website or Services unless confirmed by us by email and you acknowledge that you do not rely on, and waive any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently).

7.5. Any advice or recommendation given by us or our employees or agents to you as to the storage, application or use of the Goods which is not confirmed in writing or by e-mail by us is followed or acted upon entirely at your own risk.

7.6. We reserve the right to place restrictions on the volume of Services ordered.

8. DESCRIPTION

8.1. All product descriptions and content on any of our Websites or in any literature produced by us, or otherwise issued by us, other than as defined on the Digital Marketplace are intended merely to present a general idea of the Services and do not form part of any Contract.

8.2. We reserve the right to make any changes in the specification of the Services which are required for the Services to conform with any applicable safety or statutory (including EU) requirements or which do not materially affect their quality or performance.

8.3. Any bona fide error or omission on our Websites or in any document or information issued by us or displayed on our Websites shall be subject to correction without any liability on our part.

9. CANCELLATION AND DELAY

9.1. If you extend or delay a Contract or fail to take delivery of any Service at the specified time or (if no time is specified) within a reasonable time then you shall indemnify us against all loss including loss of profit, costs (including the cost of storage and all labour and materials used), damages, charges or expense incurred by us as a result of such extension, delay or failure.

9.2. We are entitled to withdraw from any Contract in the case of obvious errors or inaccuracies regarding the

Services or the order or for unavailability.

9.3. We reserve the right to defer the date of performance of the Services, to cancel any Contract or reduce the extent of Services ordered without liability to you if we are prevented from or delayed in carrying on our business by any cause beyond our reasonable control. In such circumstances, you may also give notice by e-mail to cancel the Contract if the cause in question continues for a continuous period in excess of 180 days but in any event you shall remain liable to pay for Services supplied prior to such cancellation by us or you.

10. PRICE AND AVAILABILITY

10.1. The price and availability of the Services shown on Digital Marketplace excludes VAT which is payable in addition at the standard UK rate. Prices are subject to withdrawal or downward revision at any time without notice before we accept your order.

11. PAYMENT

11.1. We accept payment by cheque, GPC (government purchase card) credit and debit card or by bank transfer (BACS) as agreed within the FACO.

11.2. We will charge you interest and claim debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 on overdue accounts.

12. PERFORMANCE

12.1. All performance times quoted on our Websites or in any literature are estimates only based on availability and normal processing time.

13. GUARANTEE AND RETURNS POLICY

13.1. Any claim by you which is based on any shortfall in the quality of the Services or their failure to correspond with their description must be notified to us by e-mail within seven days from the date of performance.

13.2. In no event shall you be entitled to reject the Services on the basis of any failure which is so slight that it would be unreasonable for you to reject them.

13.3. If you do not notify claims in accordance with paragraph 13.1 then:-

13.3.1. you shall not be entitled to reject the Services; and

13.3.2. we shall have no liability for such shortfall or failure.

13.4. In the event you have a valid claim which has been notified to us pursuant to paragraph 13.5, we shall be entitled to carry out the Services again free of charge or, at our option, refund to you the price of the Services, but we shall have no further liability to you.

14. LIMITATION OF LIABILITY

14.1 Limitation of Liability will be as defined within the FACO

15. SERVER USE

15.1. The Company's cloud hosting accounts are to be used by the Customer only. Cloud hosting account holders are not permitted to resell, store or give away the cloud hosting services to other parties. Cloud hosting services are defined as allowing a separate third party to host content on the Customer's server. (Exceptions to this include advertisements and banners). The Company reserves the right to refuse service and/or access to its servers to anybody at any time.

16. HIGH RESOURCE USER POLICY

16.1. Resources are defined as bandwidth and/or disk space and/or processor utilization. The Company may implement the following policy at its sole discretion: When a cloud service is found to be over-using or monopolising the resources available the Company reserves the right to suspend that server. This Policy is only implemented in extreme circumstances and is intended to prevent the misuse of our infrastructure. The Company also reserves the right to flush backup files from the server that are more than 28 days old.

17. INDEMNIFICATION

17.1. You agree to indemnify us against any damages, losses, costs, claims or expenses incurred by us towards a third party arising out of or in connection with your use of our Websites or Services supplied by us or their operation or use and whether arising by reason of our negligence or otherwise.

17.2. The Customer agrees that it shall defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against the Company, its agents, its Customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed, including hosting and domain registration. The customer also agrees to defend, indemnify and hold harmless the Company against all liabilities including those that arise out of:

17.2.1. any injury to person or property caused by any products sold or otherwise distributed in connection with any Company server.

17.2.2. Any material supplied by the Customer infringing or allegedly infringing the property rights of any third party or any material that contravenes the Acceptable Use Policy outlined in this document.

17.2.3. Copyright infringement.

17.2.4. Any sale of defective products sold by the Customer from any Company server.

17.2.5. Any Domain Names that expire without the Customer's knowledge due to non-renewal.

17.2.6. Any Domain Name that fails to transfer across from another registrar. The customer acknowledges that the Company will endeavour to, but will not guarantee to notify the Customer of any Domain Name Transfer failure – the Customer acknowledges that it is the responsibility of the Customer to ensure a Domain Transfer has completed successfully.

18. SECURITY

18.1. Customers may not use the Company's services to circumvent user authentication or security of any host, network, or account. This includes, but it is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy. The Customer is obliged to ensure any software or scripts installed on their hosting space is secure and proactively updated to be reliable, and is not liable to cause any security-related problem to the server or other users on the server (This includes installation of scripts via auto-installers provided by the Company). Customers may not attempt to interfere or deny service to any user, host or network. This includes, but is not limited to, flooding. Mail bombing, or other deliberate attempts to overload or crash a host or network. The Company will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate systems or network security may incur criminal or civil liability.

18.2. EMAIL AND OTHER TYPES OF INTERNET BASED MESSAGE DISTRIBUTION

The Company has zero tolerance for Unsolicited Commercial Email (UCE) that is in any way associated with the Company, its clients, or any of its client's associates. Customers are prohibited in anyway whatsoever from using UCE as a means of advertising data or services to distribute such materials.

18.2.1. Infringements of this policy can result in any one of the following:

18.2.1.1. Sending mail to users who have not specifically requested to receive such mail, including opt-out mailing lists.

18.2.1.2. Sending, being involved in sending, or employing a third party to send mail which advertises or mentions a site hosted at the Company to users that have not specifically requested this mail.

18.2.1.3. Forging of message headers to mask the originator of the message

18.2.2. Infringements of this policy include, but are not limited to:

18.2.2.1. Harassment, whether through language, frequency, or size of messages, is prohibited.

18.2.2.2. You will be held responsible for the actions of your clients in this matter. Please review the information at http://spam.abuse.net for more information on what constitutes UCE, or 'Spam.'

18.3. Infringements of this policy can result entirely at the discretion of the company in any of the following:

18.3.1. A warning from the Company, via E-mail or phone.

18.3.2. Removal of DNS for the advertised / originating site.

18.3.3. Temporary shutdown of the server or a block on outgoing mail.

18.3.4. Permanent disconnection of service

18.3.5. Termination of the contract.

19. OPTIMISATION AND PATCHING

All cloud management servers and hypervisors are proactively and routinely patched and optimised. On occasion, the Company may recommend that the Customer apply 'patches' or other code changes to the files on their hosting space in order to ensure the stable running of the server. This is a recommendation only any changes are made entirely at the Customer's risk. Any resultant downtime caused to the Customer as the result of not applying a patch, or as a result of our proactive security patching policy will not be considered unscheduled downtime.

20. BACKUP POLICY

The Company makes backups at regular intervals. These backups are in no way guaranteed, and the Customer is responsible for backing up data remotely. The customer acknowledges that the company is not liable for any loss of data for whatever reason.

21. CANCELLATION BY CUSTOMER AND REFUNDS

21.1 Monthly contracts may be cancelled at any time prior to the end of each monthly period. No refunds are granted for any unused period.

21.2 Annual contracts may be cancelled:

21.2.1 at any time during the initial 28 day period without penalty and a full refund is given.

21.2.2 at any time giving 28 days notice, from 28 days before the expiration of the first year. A refund is given for an unused portion of prepayment except for the first year.

21.3 Refunds are issued only at the discretion of the Company.

22. CANCELLATION BY CUSTOMER

If the Customer wishes to cancel their contract or Services, notice must be given to the Company of the cancellation request, including username and password in writing to the head office.

Terms of cancellation will be as defined in the FACO

23. PRIVACY POLICY

23.1 Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we integrate it within our terms and conditions, and this is linked to from all pages of our websites.

23.2 This notice applies to all information collected or submitted on any NetscanUK website or through any contact by telephone or in writing. On some website pages, you can order associated products. We require registration for you to purchase any product, and as such we collect personal information from you on certain pages of our websites. The types of personal information collected at these pages are:

Name

Address

Email address

Phone number

23.3 We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order.

23.4 We use return email addresses to answer the email we receive and for invoices, support tickets and all other service and product related communications from NetscanUK to you. Such addresses are not used for any other purpose and are not shared with outside parties.

23.5 To prevent unauthorised access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

23.6 You can manage and update the personal information we hold about you by contacting us directly.

24. GENERAL

a) We reserve the right to change these terms and conditions from time to time.

b) In these terms and conditions:-

i. “Contract” means any contract for sale and purchase of the Services which incorporates and is subject to these terms and conditions in our order form;

ii. headings shall not affect interpretation;

iii. any reference to a statutory provision includes a reference to any modification or re-enactment of the provision from time to time in force; and

iv. references to “Contract” and “Services” or any payment includes any part of them or it.

c) Each of our rights or remedies is without prejudice to any other of our rights or remedies.

d) Each of the provisions contained in these terms and conditions shall be construed as being independent of every other and if any provision contained in the terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to the limitations on liability, such determination shall not affect the validity of the remainder of the terms and conditions which shall continue in effect.

e) Our Websites are operated and controlled from the United Kingdom and these terms and conditions and your use of our Websites are governed by and construed in accordance with the laws of England and Wales.

f) You are not permitted to assign your rights and obligations under these terms and conditions.

g) All rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

h) Failure or delay by us in enforcing or partially enforcing any provision of these terms and conditions is not a waiver of any of our other rights.

i) Any waiver by us of any breach by you is not a waiver of any subsequent breach.

25. LICENSING PROVISIONS

1. All licenses that are active with the organisation are documented. This will ensure all licenses are

documented for audit purposes.

2. Any software on Cloud Servers are not owned directly by NetscanUK. NetscanUK can provide licences as a service, however the licence remains the property and responsibility of the Cloud Server owner.
3. Each license supplied to NetscanUK is bought directly from the software manufacturer or a software reseller. All details surrounding the license are dealt with in house.

26. PROVISIONS FOR INFORMATION SECURITY

1. Only authorised users to our systems have access to secure information about our customers and the details of their services with us.
2. All authenticated users are documented and kept within a secure file. These authenticated users are the only users who can access client information and the secure area of our servers. Other areas that authenticated members of staff can access include the transactions of payments between the Company and the Customer.
3. There are systems in place to improve the service to the Customer. Improvements to the service are documented, and all customers updated as and when required.

27. DATA PROTECTION PROVISIONS

1. All customer data held within the contract between the Customer and the Company is held within the United Kingdom.
2. We comply with the legislation of the Data Protection act of 1998, we comply with this in a number of ways to ensure data privacy, and our methods for this are available on request.

28. PROVISIONS FOR SERVICE CONTINUITY

1. The Company has strict systems in place for a disaster scenario. Any incident that falls into this category – such as the loss of a server or any of our services – has a plan in place to ensure all staff members are trained to respond immediately and correctly to restore service.
2. The Company has backups running for all services by default, and have a 1 month retention minimum.
3. The Company provides Service Level Agreements to the Customer that provide a number of guarantees including service uptime, and advance notice of any maintenance work.

CHANGE OF TERMS

The company reserve the right to update these Terms & Conditions at any time and without notification – for this reason please review our current Terms & Conditions of use from time to time.

These Terms and Conditions do not affect your statutory rights as a consumer.

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