



WordPress Terms and Conditions

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Overview

This WordPress Terms and Conditions Agreement (this “Agreement”) is entered into by and between Developyn Ltd, a UK private limited company (“Developyn”) and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of Developyn’s WordPress hosting and web design services (the “Services”), and represents the entire agreement between you and Developyn concerning the subject matter hereof.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with our [General Terms of Service Agreement](#), which is incorporated herein by this reference, and any other agreements or policies that are expressly incorporated herein.

The terms “we”, “us” or “our” shall refer to Developyn. The terms “you”, “your”, “User”, “Client” or “customer” shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

We may, in our sole and absolute discretion, change or modify this Agreement, any policies or agreements which are incorporated herein, and any limits or restrictions on the Services, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of the Services after such changes or modifications shall constitute your acceptance of this Agreement and any limitations to the Services as last revised. If you do not agree to be bound by this Agreement and any Service limitations as last revised, do not continue to use the Services. We may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account information current. We assume no liability or responsibility for your failure to receive an email notification if such failure results from inaccurate or incomplete contact information.

Description of Services

We offer varying plans of WordPress Services:

Web Hosting: If you purchase a Web Hosting plan, your site is placed within one server and your site is given a unique address (DNS).

Web Design: If you purchase Web Design, we will take all your content, images, information, branding and apply it to your website under our Web Hosting service. After proceeding with payment we will contact you via email to discuss further about the information we will need from you to create your online space. This service will result in you having a fully designed website for your business with wireframes, design and chances to review before release.

SSL Certification: With all of our WordPress products, we offer a free SSL certificate for your website. This ensures that all information on your website, including customer/order information and login details are encrypted and secure when sent to your site.

Domain registration: You must purchase the domain name(s) that you would like to be associated with your site prior to the beginning of development. If you need assistance with purchasing domains, we can purchase the domain name(s) for you and then invoice you for the cost of the domain name(s). In this case, Developyn will own the domain name until a transfer of ownership to you is completed.

To transfer your domain name(s) to your site, we will need login details to access the relevant accounts, namely the domain provider your domains are registered with. If you already have a site and are switching to a new one with us, we will transfer the domains over to your new site at no additional cost.

Limitations and Account Termination

Migration of Servers: You acknowledge and agree that as a normal course of business, it may be necessary for us to migrate our servers. As a result, even if you have a dedicated IP, you may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers.

Termination of Services: You acknowledge and agree that upon expiration or termination of your Services, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you in connection with Services, including pointing the domain name system (“DNS”) for your domain name(s) away from our servers. Prior to termination of the Services, you are responsible for moving your website or server content off our servers. We will not transfer or FTP your website or server content to another provider. If you fail to move your website or server content off our servers prior to cancellation, then all such content will be permanently deleted and we will not be able to provide a copy of such content.

Your Responsibilities

Abusive Activities: You acknowledge and agree that you may not use our servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and we reserve the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. We prohibit the use of software scripts run on our servers that cause the server to load beyond a reasonable level, as determined by us. You agree that we reserve the right to remove your website temporarily or permanently from our servers if you are in violation of this Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that all websites associated with your

hosting account may be removed if one website is in violation of this Agreement. You agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the services to: (1) disseminate or transmit material that, to a reasonable person may be grossly offensive, vulgar or malicious; (2) attempt to mislead any person as to the identity, source or origin of any communication; (3) interfere, disrupt or attempt to gain unauthorised access to any computer system, server, network or account for which you do not have authorisation to access or at a level exceeding your authorisation; (4) engage in any other activity deemed by us to be in conflict with the spirit or intent of this Agreement or any of our policies; or (5) use your server as an “open relay” or for similar purposes.

Storage and Security: You shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to your website or server content; (2) maintain independent archival and backup copies of your website or server content; and (3) ensure the security, confidentiality and integrity of all your website or server content transmitted through or stored on our servers.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. Included, but not limited to, you shall not use the Services as: (1) a repository or storage for files; and/or (2) a place to store material that can be downloaded through other websites. If we detect an infringement of aforementioned restrictions, we reserve the right to temporarily suspend disk write functionality, in our sole discretion, when the account size exceeds 10GB of the total sum of ingress and egress bandwidth per month. You acknowledge and agree that we have the right to carry out a forensic examination in the event of a compromise to your server or account.

Data Protection and Security: You shall be solely responsible and liable for compliance with applicable privacy and personal data protection requirements (including, but limited to requirements laid down by General Data Protection Regulation (EU) 2016/679) (**GDPR**), which may be applicable to any personal information, data or content collected through, stored or otherwise processed in relation to Hosting Services on your website or server content.

You shall at all times remain data controller of any such personal data without any liability whatsoever nature to Developyn.

You will not provide us any personal information with respect to your clients, visitors, end-users. You acknowledge that Developyn may in certain limited cases have access to information and communications systems for the purposes set forth in this Agreement. In cases of such limited access, however, Developyn will not become controller, processor, sub-processor or receiver of any such data.

Without limitations to the generality of the foregoing, you shall be solely responsible for installation or organizational and technical security measures sufficiently protecting personal data stored or processed on your website or server. Consequently, you will be solely responsible for all and any data breaches, incidents and similar violations pertaining to such data, unless such data breach has occurred solely due to technical failures, malfunction or errors of the

servers and resources, which Developyn has expressly warranted to secure and assume liability for such failures, malfunctions or errors.

Website/Server Content: You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. You acknowledge and agree that in the course of providing you the Services or with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted website. Your website or server content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services.

Provisions specific to web hosting

Limits: All Web Hosting plans are subject to the following (but not limited) limitations: Database size, CPU power, amount of RAM, Active Processes. In the event limitations are exceeded, you may need to reduce the number of files or database size, your site may slow down or not be served until resources are released or more resources are added, and your site may be temporarily or permanently suspended, at our sole discretion. More resources may be added at any time by contacting us and upgrading your hosting plan. Developyn reserves the right to change the plan limits at any time and such changes shall be posted online Developyn's website.

Website/Server Content: Your website may not include any of the following content: (1) image hosting scripts that allow an anonymous user to upload an image for display on another website (similar to Photobucket, Imgur or Tinypic); (2) banner ad services for display on other websites or devices (commercial banner ad rotation); (3) file dump/mirror scripts that allow an anonymous user to upload a file for others to download (similar to rapidshare); (4) commercial audio streaming (more than one or two streams); (5) push button mail scripts that allow the user to specify recipient email addresses; (6) anonymous or bulk SMS gateways; (7) backups of content from another computer or website; (8) Bittorrent trackers; or (9) any script that causes a degradation in the performance of our server network environment.

Service Uptime Guarantee

We offer a Service uptime guarantee of 99.9% ("Service Uptime Guarantee") of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as solely determined by us), you may contact us and request a credit of 50% of your monthly hosting fee for that month. The credit may be used only for the purchase of further products and services from us, and is exclusive of any applicable taxes. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third party software; (3) outages that do not affect the appearance of your website

but merely affect access to your website such as email; (4) causes beyond our control that are not reasonably foreseeable, including, but not limited to, DDOS attacks and IP blacklists; and (5) outages related to the reliability of certain programming environments.

We use AWS to maintain the underlying server infrastructure required to provide our Services. Developyn are not responsible or liable for any downtime that should come from disruptions to AWS that are out of our control.

Third-Party Software

Definition: “Third Party Software” means any software or application developed and owned by a third party provider that we may contract from time to time. WordPress is an example of a Third Party Software that we use to provide our Services.

We reserve the right to modify, change, or discontinue any Third-Party Software at any time, and you agree to cooperate in performing such steps as may be necessary to install any updates to the Third-Party Software. We may provide your personal information to third-party providers as required to provide the Third-Party Software. You acknowledge and agree that your use of Third-Party Software is subject to our agreement(s) with the third-party providers. In addition, if the Third-Party Software is accompanied by or requires consent to a service or license agreement from the third-party provider, your use of the Third-Party Software is subject to such service or license agreement. You acknowledge and agree that any Third-Party Software will be supported by us and not by the third-party providers (or their affiliates or suppliers).

Payment

In addition to our payment terms outlined in our [General Terms of Service Agreement](#), for our WordPress Services, we take a 100% upfront payment.

Web Design: In the case, you have also purchased a Web Design Service, we will not start working on the website until all content is sent to us and the invoice is paid. We aim to schedule a meeting within five business days after your initial purchase of the Web Design service to initiate the work. Should you not be able to attend this initial meeting, Developyn are not responsible or liable for any delays in the work being completed. We will attempt to contact you three times in order to progress with the design of your website to provide the Service you have purchased. If you fail to attend these meetings, Developyn will cease to contact you and you acknowledge and agree that it is your responsibility to continue the conversation in order for us to fulfil the Service.

If we are presented with too much content to possibly be added, we will typically give you the option of filtering which content you would most like us to add, or being billed separately for any

extra work we carry out. No extra work, however, will be carried out without your written consent.

Please note that we work with our own pre-developed templates and any extra additions to the template may be charged at an additional rate.

Extra work: Extra work will be charged at an agreed hourly rate. If requests are made during development, after both parties have agreed upon the design and content, we will charge for any additional work required. The price and work will be confirmed and paid for by the client before it is started. It must be understood that that extra work will impact any agreed upon delivery deadlines.

Cancellation of service

If you wish to cancel the service at any point, we reserve the right to a 2 week notice period and you acknowledge and agree that we are able to charge for the remainder of the month that the service is cancelled.

Should you be in arrears with us at the time of the cancellation of your hosting, the outstanding balance must still be cleared. As explained in our [General Terms of Service Agreement](#), you agree that Developyn may pursue all available lawful remedies in order to obtain payment, including but not limited to, intermediate cancellation, without notice to you, of any Services registered or renewed on your behalf. This includes the permanent deletion of any data held on servers hosted by Developyn.

Should you fail to keep up to date with hosting costs and fall more than 30 days behind on a payment, Developyn reserves the right to temporarily or permanently terminate the hosting of your website. If you are able to clear your hosting arrears within a reasonable time, we will put your website back online and continue to bill you as normal.

Rejection of content

We reserve the right to reject any work that we deem immoral, in 'bad-taste', discriminatory or damaging to the Developyn brand. In this occurrence, we will attempt to explain our issues and come to a mutual understanding to work on something more appropriate. Should an agreement not be made, we reserve the right to pull out of the project entirely and shut down any servers linked to your Account.

Contact Information

If you have any questions about this Agreement, please contact us by email at:

Developyn Ltd

contact@developyn.com

Opening Hours: Our opening office hours are between 08:30 AM - 17:00 PM (UK time). If you would like to reach out to us via phone, please contact us between these times. Alternatively, you can reach out to us via contact@developyn.com or through our contact form at <https://developyn.com/contact> at any time that is convenient for you.

Conflicts

In the event there is a conflict between the provisions set out in this Agreement and those of the [General Terms of Service Agreement](#), the provisions of this Agreement shall take precedence.