

Website Hosting Terms and Conditions – Wise Agency

Last Updated: May 7, 2025

Welcome to Wise Agency's website hosting services. These Terms and Conditions ("Terms") govern your use of our hosting services ("Services"). By purchasing and using our Services, you ("Customer", "you", "your") agree to be bound by these Terms. If you do not agree, you must not use our Services.

1. Services Offered

Wise Agency offers the following website hosting plans:

• Self Hosting (£0/month)

- Designed for customers who wish to independently manage their website hosting.
- You host your own site on your chosen platform/server.
- You are responsible for arranging website migration. Wise Agency can provide migration for a one-time fee, agreed separately.
- Once migration is complete (if applicable), Wise Agency's involvement ceases entirely.
- You assume full responsibility for all technical, security, backup, and performance aspects of your website/server.
- You explicitly acknowledge Wise Agency provides no support or further involvement once this plan is activated.

• Semi Managed Shared Hosting (£30/month)

- Wise Agency provides: Server updates, PHP updates, SSL management, DNS management, monthly backups.
- Includes 1 small monthly change (e.g., image/text edits).
- You are responsible for plugin, theme, and WordPress updates and compatibility checks.

• Semi Managed Shared Hosting – Recommended (£60/month)

- Wise Agency provides: Server updates, PHP updates, SSL management, DNS management, **weekly** backups.
 - Includes up to 10 small monthly changes.
 - Wise Agency manages WordPress, theme, and plugin updates with compatibility checks.
- **Own Server Options**
 - Custom solutions on your own server with dedicated resources.
 - Terms for dedicated servers will be outlined in a separate agreement.
-

2. Customer Responsibilities

By using our Services, you agree to:

- **Content**

- You are solely responsible for all content hosted.
- You warrant your content is lawful and non-infringing.

- **Data Security and Backups**

- **Self Hosting:** You are solely responsible for security and backups. Wise Agency is not liable for any failures.
- **Semi Managed:** Wise Agency provides backups as stated in your plan. You must maintain your own independent backups.

- **Account Security**

- You are responsible for maintaining the confidentiality of your login and access credentials.

- **Software Updates**

- For plans where you manage updates, you must keep WordPress, themes, and plugins updated.

- **Resource Usage (Shared Hosting)**

- You must not use excessive server resources that impact others.
- Wise Agency reserves the right to suspend/throttle if usage exceeds fair limits.

- **Acceptable Use**

- You must comply with all laws and Wise Agency's Acceptable Use Policy.
- Prohibited uses include spam, illegal content, phishing, malware, or any disruptive activities.

- **Migration (Self Hosting)**

- You are responsible for migration unless paying Wise Agency for a one-time service.
- Once migrated, Wise Agency's responsibility ends.

3. Wise Agency Responsibilities

As per your selected plan, Wise Agency will:

- Perform server and PHP updates (Semi Managed plans only).
- Manage SSL certificates (Semi Managed).
- Assist with DNS management (Semi Managed).
- Provide backups as per your plan – monthly or weekly (see disclaimers in Section 4).

4. Data, Security & Limitation of Liability

- **No Guarantee of Absolute Security**

- Hosting services may be subject to breaches despite reasonable precautions.

- **Backups Disclaimer**

- Backups are provided “as is” and without guarantee.

- You are responsible for maintaining your own secure backups.

- **Limitation of Liability**

Wise Agency shall not be liable for any indirect, incidental, or consequential damages including:

- Loss of profits, data, use, or goodwill
- Unauthorised access or corruption of data
- Downtime, malware, or service interruptions

- **Customer's Responsibility for Data Integrity**

- You are fully responsible for the integrity and backup of your data, regardless of any services provided.

- **Maximum Liability**

- Wise Agency's total liability is capped at the fees you've paid over the three (3) months before any claim.

5. Payment of Fees

- Fees are payable monthly in advance.
- Non-payment may result in suspension or termination of Services.
- Fee changes will be communicated with 30 days' notice.

6. Term and Termination

- **Term**

- Services operate on a rolling monthly basis unless otherwise agreed.

- **Termination by Customer**

- You may cancel at any time in writing. Fees paid are generally non-refundable.

- **Termination by Wise Agency**

Services may be suspended or terminated if:

- You breach any material term or fail to pay fees.
- Your usage poses a security or operational risk.
- Required by law.

- **Effect of Termination**

- Services will cease immediately.
- Wise Agency may delete your data after a reasonable time. You are responsible for retrieving it beforehand.

7. Indemnification

You agree to indemnify Wise Agency (and its team) against all claims, losses, liabilities, or expenses resulting from:

- Your use of the Services
 - Breach of these Terms
 - Violation of third-party rights
-