

Cloud Services Terms and Conditions

Revised: 04/03/2020 | Revision Number: 1.1



**Thanet
Computer
Solutions
Ltd**

This set of terms and conditions allows Thanet Computer Solutions Limited to provide you the client with Microsoft online services. This document should be considered in conjunction with our general terms and conditions.

DEFINITIONS

“Thanet Computer Solutions” or “TCS” or “we” relates to and means Thanet Computer Solutions Limited, company registration 11670684, of 53 Pierremont Avenue, Broadstairs, Kent, CT10 1NT.

“CLIENT” or “you” means the person or legal company contracting with Thanet Computer Solutions for the supply by TCS of Microsoft Cloud Services.

“Agreement” means the agreement between Thanet Computer Solutions and the Client for Microsoft Cloud Services.

“Customer Data” means all data, including but not limited to text, sound, video or image files, and software that is provided to Thanet Computer Solutions or Microsoft through use of the Online Service.

“Microsoft” means Microsoft or relevant subsidiary.

“Microsoft Customer Agreement” means the Microsoft Customer Agreement as published at <https://www.microsoft.com/licensing/docs/customeragreement>

“Acceptable Use Policy” means the terms that apply to the use of the products available as published at <https://legal.office.com/en-us/docid12> which include terms which govern the Clients use of the products/services provided by Microsoft.

“Microsoft SLA” means the commitments which Microsoft makes regarding delivery and/or performance of the Online Services published at <https://tinyurl.com/tvl5z5h> or at an alternative site identified by Microsoft from time to time.

“Minimum Term” means 12 months or as otherwise stated before purchase.

“Online Services” means any of the Microsoft hosted Online Services which you have subscribed to under this Agreement, including but not limited to Office 365 Services, Microsoft Azure Services, Microsoft Azure Plans, Microsoft Dynamics 365 and other Microsoft Online Services.

“Pay as you Go” a service provided by Microsoft directly or indirectly where the services are billed on a variable basis depending on the Client usage.

“Product” means any Online Service including any software.

“Software” means Software we provide for installation on your device as part of your Subscription or to use the Online Service.

“Subscription” means an enrolment for Online Services as provided under this Agreement.

1. RELATIONSHIP WITH MICROSOFT

- a. We are authorised under the Microsoft Cloud Reseller Agreement to licence and grant the right to use the products. Our relationship with Microsoft is indirect and that of a reseller. We do not order from Microsoft directly and are therefore an independent contractor.
- b. Our ability to grant you the right to use the Products is subject to your acceptance of the Microsoft Cloud Agreement. By entering into this Agreement, you are confirming that you have read, understood and agree to the terms of the Microsoft Cloud Agreement.
- c. You acknowledge and accept that we are the administrator for the purposes of the Subscription.

2. PRODUCTS

- a. We agree to grant you the right to use the Products which are detailed in the Quotation/Estimate in accordance with the terms of this Agreement.
- b. All licences must be used in connection with your own personal or business use. You may not sublicense any product/services. You may not rent, lease, lend, resell, transfer or host the Product, or any portion thereof, to or for third parties except as expressly permitted in the Microsoft Online Service Terms.
- c. You may not reverse engineer, decompile, disassemble, or work around technical limitation in the Product, except to the extent permitted by law. We use billing meters to produce a cost to you. You must not disable or circumvent any such mechanism.
- d. You further accept that all licenses are subject to any further restrictions imposed pursuant to the terms of the Microsoft Cloud Agreement.

3. FEES AND PAYMENT

- a. Product and service fees are provided to you on our initial estimate.
- b. We reserve the right to change product prices. If so, we will notify you of the changes which will become effective from the renewal date should you choose to renew. We won't increase prices mid term unless costs increase by our distributors.
- c. With services such as Microsoft Azure the monthly/yearly bill is produced depending on the storage/access used. For example, in month 1 you may only use 50GB of data however month 2 you may use 300GB. We will bill you 350GB or whatever the total amount comes to over the year period. Due to fluctuation dependant on your use the actual cost to you will vary and therefore we are unable to setup a fixed cost for these types of services.
- d. We are not VAT registered and therefore the price you pay is inclusive of VAT.
- e. Payments are due within 14 days of the invoice being generated.

4. SUPPORT

- a. We will support you for all Microsoft products. We do not have access to Microsoft support directly however our distributor has a technical support team which we use. If they are unable to help it then can be raised with Microsoft, their end.
- b. Setup and initial configuration are included in our initial estimate. Further project work or anything other than basic account support will be charged at our usual rate. We will happily change passwords, setup new mailboxes, create aliases and delete users at no additional charge.
- c. Notwithstanding the provisions of the Agreement, and with the knowledge that reasonable efforts will be made to diagnose and resolve faults that occur, we make no warranties that the support services will be successful in resolving all issues that arise.
- d. We accept no responsibility or liability for hardware or software application problems.
- e. Following cancellation of service by either party you have 30 days which to migrate your data to another provider. We will assist where necessary and work with the new provider to move your data. After 30 days we reserve the right to delete all personal data.
- f. Services may be terminated by us if payment terms are not met.

5. WARRANTIES AND REPRESENTATIONS

- a. Microsoft outline the warranties available under clause 5 of the Microsoft Cloud Agreement. You acknowledge and accept that these are the only warranties provided and are limited to those listed.
- b. We only provide warranties on services we provide such as setting up Microsoft systems on your devices. We do not warrant Microsoft products provided directly. If in the event you need to raise a warranty request, you should contact us first and we will then take this up with Microsoft in accordance with their SLA.
- c. Under no circumstances will we be liable for any loss of or damage to Customer Data. You accept responsibility for backing up your Data and shall ensure that your processes in this respect are adequate.

6. LIMITATION OF LIABILITY

- a. **In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability extent permitted by applicable law.**

7. INTELLECTUAL PROPERTY

- a. Except for your license to use the Products as expressly granted under the Agreement, you shall not acquire in any way, any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Products or in any copies of it and no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.

8. OTHER

- a. Office 365 and Azure is provided to you by Microsoft via our distributor Giacom.
- b. The client must agree and sign the Microsoft Customer Agreement document provided before setup of any services.
- c. When Microsoft updates the Microsoft Customer Agreement document, the new version must be signed before the yearly renewal of service.
- d. Thanet Computer Solutions Ltd, Giacom and Microsoft have full access to the backend admin portal. This enables us to configure your service and troubleshoot problems that may arise.
- e. Access to the admin account is a separate account from user/email accounts. We are unable to access your mailbox content without your password.
- f. After a user account is created and temporary password given, it is the users responsibility to change the default password to something of their choice immediately.
- g. Where email address has been setup it is the user's responsibility to ensure their mailbox is secure. This includes changing the password regularly, not using the same password for multiple accounts and ensuring the password strength is adequate. We are not responsible for data breaches due to poorly configured software and weak passwords.
- h. We are not responsible for the content of emails in your mailbox. This is private to the mailbox owner.
- i. The end user must always adhere to Microsoft's Acceptable Use Policy. If we suspect a breach of this policy, we have the right to terminate your service immediately and notify Microsoft of the breach.
- j. Microsoft 365 is one of the most reliable however 100% uptime is not guaranteed.
- k. Although email and other data is stored in the cloud at Microsoft's end it does not protect it against ransomware attacks that can encrypt data then demand payment to unlock. It is the end user's responsibility to ensure relevant backups are taken of both data and email services to avoid loss. We are not responsible for any financial loss or loss of data due to malware/scams.