

SCHEDULE 3.11 – COMMUNITY WEB KIT SERVICES

1. APPLICATION

1.1 This schedule, which contains a description of the Chess Community Web Kit, forms part of the Agreement between the Parties for the provision of Services together with those the General Conditions and other documents listed at clause 1.4 of the General Conditions.

1.2 Definitions and interpretations that are specific to this Schedule 3.11 are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

2. SERVICE DESCRIPTION

2.1 The Supplier will provide the Customer with:

2.1.1 a Website address;

2.1.2 Website Hosting for webpages and content with 5GB of storage capacity and a 5GB monthly Bandwidth allowance; and

2.1.3 a tool kit comprising templates, colour palette options for web pages and content, and an HTML based web page editor.

hereinafter defined as "**Community Web Kit**".

2.2 The Supplier will provide and manage the Community Web Kit as set out in paragraph 4.1 of this schedule which shall be limited to Service Faults relating to the Supplier's custom application only. The Supplier shall have no responsibility in relation to the Microsoft Azure Platform or any other underlying platform or infrastructure used by the Customer to host the Supplier's customer application ("**Support Services Boundary**").

2.3 The Supplier will, where stated in the Order, provide the Customer with access to its technical support team as set out in paragraph 4.2 for support in relation to the Customer's use of the Website and using the components of Community Web Kit, such access is limited to a cumulative three (3) hours of support time per month ("**Technical Support**").

2.4 The Community Web Kit must not be used for any other purpose than to enable the Customer to create its website for the purposes of building an online presence and awareness of its activities in the community. The Customer acknowledges and accepts that the Services do not include any encryption capability or other security measures to protect personal or financial data as the Services have been designed for the limited purpose of building an online presence and awareness of its activities in the community.

2.5 In the event the Supplier reasonably determines that the Customer is in breach of paragraph 2.4 above or paragraph 3.12 below, it shall be entitled to terminate the provision of Service and/or the Agreement immediately and without notice.

2.6 The Supplier may:

2.6.1 for operational reasons change the technical specification of the Services;

2.6.2 notify you of instructions which the Supplier believes are necessary for the health, safety or quality of the Service or any other services provided by the Supplier; or

2.6.3 temporarily suspend the Services because of an emergency following which the Service will be restored as soon as possible.

2.7 Where the Supplier exercises its right under paragraph 2.4 it shall give the Customer as much notice as reasonably possible.

2.8 The Customer is responsible for providing all suitable hardware, software and telecommunication services and equipment as are necessary to access and use the Services.

2.9 The Supplier makes no representations, whether express or implied, about whether the Services will operate in combination with any Customer Equipment or other equipment and software.

3. CUSTOMER OBLIGATIONS

3.1 The Customer is responsible for the security and proper use of all End User ID's (where applicable), passwords and security details allocated by the Supplier or set by yourself which are used in connection with the Services (including changing such passwords and security details on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

3.2 The Customer must immediately inform the Supplier if there is any reason to believe that a user ID, password, or security details allocated by the Supplier has, or is likely to, become known to someone not authorised to use it or is being, or is likely to be, used in an unauthorised way.

3.3 The Supplier reserves the right to suspend an account access to Community Web Kit if at any time the Supplier has reason to believe that there is, or is likely to be, a breach of security or misuse of Community Web Kit and the Supplier will notify you as soon as possible after it has done so.

3.4 The Supplier reserves the right (at its sole discretion) to require you to change any or all of the security details or passwords allocated by it and/or used by you in connection with Community Web Kit.

3.5 You must, as soon as reasonably practicable, inform the Supplier of any changes to the information that you supplied when ordering Community Web Kit.

3.6 It is the Customer's responsibility to obtain and keep in force any licence or other permission or consent necessary for you to use Community Web Kit in any country in which it is provided.

3.7 Community Web Kit is provided solely for your own use and you must not assign or resell or attempt to assign or resell Community Web Kit (or any part or facility of it) to any third party.

3.8 You are solely responsible for any obligation or liability arising out of transactions of any kind entered into between you and any third party accessing or acting in reliance on Community Web Kit. The Supplier will not be a party to, or in any way responsible for, any transaction between you and any third party.

3.9 You are responsible for the creation, maintenance and design of all data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of you or any third party by using Community Web Kit ("**Your Information**").

3.10 You must ensure that Your Information does not include any information or material, any part of which, or the accessing of which, or use of which would be a criminal offence or otherwise unlawful. In particular you are responsible for obtaining all necessary licenses and consents (including, but not limited to, those from owners of copyrights or performing rights).

3.11 You must comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to you and which relate to the provision of Your Information

SCHEDULE 3.11 – COMMUNITY WEB KIT SERVICES

and your use of Community Web Kit. You must include current contact details for your registered charity or community group (e.g., email address) clearly within Your Information.

- 3.12 Chess Community Web Kit must not be used:
- 3.12.1 in any way that does not comply with these Terms, any legislation or any licence applicable to you or that is in any way fraudulent or unlawful;
 - 3.12.2 in any way that does not comply with instructions given by Chess or any other public telecommunications operator or other competent authority, in the country where Chess Community Web Kit is provided;
 - 3.12.3 to send, knowingly receive, upload, download, share, use or re-use any information or material (either via links or embedded in the content) which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
 - 3.12.4 in any way that causes annoyance, inconvenience or needless anxiety;
 - 3.12.5 to send or provide unsolicited advertising or promotional material, or to knowingly receive responses to any unsolicited advertising or promotional material sent or provided using Chess Community Web Kit by any third party;
 - 3.12.6 other than in accordance with the acceptable use policies of any connected networks and Internet standards; or
 - 3.12.7 for file storage, data warehousing, back-up data storage, any form of data file storage or management, services or software related to Internet relay chat, peer to peer file sharing, bit torrent, game servers, proxy server network, interactive chat, membership or community sites for file sharing, video sharing or photo sharing activities; or otherwise in a way that causes or may cause Chess loss or damage.
- 3.13 You must not use a Domain Name or URL that infringes the rights of any person in a corresponding trademark or trade name.
- 3.14 You are responsible for the acts and omissions of all members of your organisation, community group or registered charity in connection with Community Web Kit and are liable for any failure by any member to perform or observe these terms and conditions, the General Conditions, including any instructions issued under them.
- 3.15 If you, or any member of your organisation, community group or registered charity, with or without your knowledge or approval, uses Chess Community Web Kit in contravention of paragraph 3.12 above or in any way which, in the Supplier's opinion, is, or is likely to be, detrimental to the provision of Community Web Kit to you or any other person and you fail to take corrective action within a reasonable period of receiving notice from the Supplier, the Supplier may suspend your use of Community Web Kit with immediate effect. In the event that the Supplier suspends your use of Community Web Kit, the Supplier will notify you as to why and you will be required to rectify the problem within a reasonable period of such notification. Where you fail to rectify the problem within a reasonable period of notice to do so, the Supplier may terminate your use of Community Web Kit.
- 3.16 The Customer irrevocably and unconditionally agrees to indemnify and keep indemnified and to hold the Supplier, members of the Supplier Group and its officers, directors and employees harmless against claims, losses damages, costs,

expenses and liability (including arising from any breach of confidence or in connection with any infringement of intellectual property rights) arising from or in connection with any of Your Information or other content or communication sent, provided or stored in connection with Community Web Kit.

DOMAIN NAME

- 3.17 You warrant that you are the owner of, or that you are duly authorised by the owner of, any trademark or name that you wish to use as your Domain Name (a name registered with an Internet registration authority for use as part of your URL) and/or as part of your URL.
- 3.18 The Supplier reserves the right to require you to select a replacement Domain Name or URL and may either refuse to provide or may suspend your use of Community Web Kit if, in the Supplier's opinion, there are reasonable grounds to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory, obscene, in breach of the provisions of paragraph 3.12 or otherwise unlawful.
- 3.19 Where IP addresses are allocated to you these are only for use in connection with Community Web Kit and all title and rights in those IP addresses, including the right to recover or change such IP addresses, belong to the Supplier. You cannot sell them or agree to transfer them to anyone else and must not try to do so. On the termination or expiration of your use of Community Web Kit, for whatever reason, you must immediately cease using the IP addresses.

INTELLECTUAL PROPERTY RIGHTS

- 3.20 You acknowledge that all Intellectual Property Rights (whether registered or unregistered) created or acquired by the Supplier in the course of providing Community Web Kit vest and shall remain vested in the Supplier.

4. SUPPORT AND SERVICE FAULTS

- 4.1 The Supplier shall provide and manage Community Web Kit in accordance with **Schedule 4.1 (Fault Management Connectivity)**, which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.
- 4.2 Where the Customer wishes to access Technical Support as detailed in paragraph 2.3, the Customer shall contact the Supplier's Service Desk and the Supplier shall provide support in accordance with paragraphs 3 and 4 of **Schedule 4.1 (Fault Management Connectivity)**.

5. INVOICING

- 5.1 The Supplier shall invoice the Customer for the Charges for Community Web Kit as set out in paragraph 5.2 in the amounts specified in any Order.
- 5.2 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer monthly (depending on billing period) for:
- 5.2.1 Recurring Charges, except Usage Charges in advance on the first day of the relevant billing period (for any period where the Community Web Kit is provided for less than the relevant billing period, the Recurring Charges will be calculated on a daily basis);
 - 5.2.2 Usage Charges, in arrears on the first day of the relevant billing period, calculated at the then current rates;
 - 5.2.3 any Charges for Hardware, which shall apply from the date of delivery of such Hardware; and

SCHEDULE 3.11 – COMMUNITY WEB KIT SERVICES

- 5.2.4 any Termination Charges upon termination of the Community Web Kit.
- 5.3 The Supplier may also invoice for the following Charges in addition to those set out in the Order;
- 5.3.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;
- 5.3.2 commissioning Community Web Kit outside of Normal Working Hours;
- 5.3.3 restoring the Community Web Kit if it has been suspended in accordance with clause 7 of the General Conditions;
- 5.3.4 cancelling Community Web Kit in accordance with clause 8 of the General Conditions; and
- 5.3.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees.
- 7.5 The Customer acknowledges that its use of the interest is independent of the Community Web Kit and the Supplier and use of the Internet is solely at the Customer's own risk and subject to all Applicable Law. The Supplier has no responsibility or liability to the Customer for any information, software, services or other materials obtained by use of the Internet.
- 6. SUSPENSION AND TERMINATION**
- 6.1 This paragraph 6 is supplemental to clauses 7 and 8 of the General Conditions and in the event this paragraph 6 conflicts with clauses 7 and 8 of the General Conditions, this paragraph shall take precedence.
- 6.2 The Supplier may terminate the Agreement giving not less than sixty (60) days' notice to the Customer any time. Where the Customer has paid Charges in advance, a refund will be issued pro-rata calculated from the date of the termination.
- 6.3 Where the Supplier is entitled to terminate this Agreement pursuant to the terms of this Schedule 3.11 or pursuant to clause 8 of the General Conditions, the Supplier shall be entitled to delete the website and account. The Customer acknowledges and accepts that once the website and account has been deleted it cannot be recovered.
- 6.4 The Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the General Conditions, where the Agreement is terminated within the Minimum Term or any Successive Term.
- 7. LIMITATION OF LIABILITY**
- 7.1 This paragraph 7 is supplemental to clause 9 of the General Conditions and in the event this paragraph 7 conflicts with clause 9 of the General Conditions, this paragraph shall take precedence.
- 7.2 You accept that the Supplier is under no obligation to edit, review or modify Your Information and that the Supplier does not examine the use to which Community Web Kit is put. However, the Supplier reserves the right to suspend access to your account following notice to you if the Supplier reasonably believes that there may be a breach of these Terms, any applicable law or any third party right.
- 7.3 The Supplier excludes all liability of any kind in respect of Your Information and any other material on the Internet which can be accessed using Community Web Kit. The Supplier is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of Community Web Kit or on the Internet.
- 7.4 The Supplier is not liable to you either in contract, tort (including negligence) or otherwise for the acts or omissions

ANNEX 1 - DEFINITIONS

Bandwidth means the amount of data traffic measured in bps (bits per second) across the Internet;

Domain Name means a readable name on an Internet page that is linked to a numeric IP Address;

End User means anyone who is permitted by the Customer to use or access the Internet Services;

General Conditions means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at <https://chessict.co.uk/legal/> and which forms part of this Agreement;

Internet means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide;

Internet Protocol or IP means a communication protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data;

IP Address means a unique number on the Internet or a network card or controller that identifies a device and is visible by all other devices on the Internet;

Recurring Charges means the Charges for Community Web Kit that are invoiced repeatedly in every billing period as set out in the Order;

Service Fault and Service Fault Targets have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;

Termination Charge means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the General Conditions and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term;

Usage Charges means the Charges, if any, that are calculated by reference the Supplier's Tariffs and the Customer's consumption of the services comprising Community Web Kit which exceeds the inclusive allowances in relation to Bandwidth as stated in paragraph 2.1 and Technical Support as stated in paragraph 2.3.

Website means a set of related web pages located under a single domain name and made available online.

Website Hosting means an online service whereby files and data relating to the Website are stored to enable the Website to be accessible.