

WEBSITE HOSTING QUESTIONNAIRE

TO BE ANSWERED BY FIRMS UNDERTAKING WEB HOSTING/ISP SERVICES

1a) Do you provide Hosting services to **ANY** of your clients? **YES/NO**

b) What proportion of your clients is reliant upon their website, to conduct business?
ie where they are reliant on conducting their business via their website %

c) What proportion of your total turnover is derived from these services? %

2a) Are you an ISP (Internet Service Provider) to **ANY** of your clients? **YES/NO**

b) What proportion of your total turnover is derived from these services? %

3 Do you exclude or limit your liability, within your standard contract conditions, for loss to your client of turnover, sales, revenue and profits or as a result of indirect or consequential loss?
YES/NO

PLEASE PROVIDE A COPY OF YOUR STANDARD CONTRACT

4a) Do you maintain, within your standard contract conditions, the right to suspend the service that you provide, in the event of a breach or suspected breach of contract, by a client?

YES/NO

If yes, please describe, in detail, your procedures for handling such breach, including but not limited to identifying the complaint, removing the content or preventing further access and issuing an apology, where necessary.

b) Do you, contractually, obtain an indemnity from your client, in respect of any claims made against you, which arise from your client's website?

YES/NO

5 Are there **ANY** instances where you act as a re-seller? ie a third party provides **ALL** of the services mentioned above, on your behalf, but you white label/ brand the service as your own?

YES/NO

If yes, do you **ALWAYS** ensure that you **NEVER** provide written guarantees, warranties or indemnities, to your clients, which offer more than the above third party provides to you, under contract?

YES/NO

PLEASE PROVIDE A COPY OF THE CONTRACT

6 Do you **EVER** provide guarantees of uptime to your clients, in respect of services mentioned in questions 1 and 2?

YES/NO

If yes, what is your typical % level of uptime guarantee?

%

7 In respect of Web Hosting or ISP activities, have you **EVER** had any claims made against you or know of any circumstances that could or would have resulted in a claim, if cover had been in force?
YES/NO

If yes, please give full details.

8 Please explaining, in detail, how you attempt to manage your legal exposure to prevent catastrophic loss of service to your clients. ie uninterrupted power supply, co-location set ups, server cross-loading, to avoid dependence upon single servers etc.

Signed:

Dated:

ATTACHMENTS

WHEN YOU RETURN THIS FORM, PLEASE NOTE THAT YOU MUST INCLUDE THE FOLLOWING:

SPECIFIC CONTRACT TERMS IN RESPECT OF HOSTING AND/OR ISP ACTIVITIES, WHICH SHOULD INCLUDE SERVICE LEVEL AGREEMENTS (SLA'S), WHERE APPLICABLE:

ANY HISTORIC RECORDS / TRENDS, ILLUSTRATING DOWNTIME/UPTIME OF YOUR SERVICE: