

General Terms and Conditions for UpWeb Subscription

1. Introduction

Tailjay Pte. Ltd. ("Tailjay"), through its Upsolut business unit, provides digital services including hosting, maintenance, support, and operational management for WordPress-based websites. These General Terms and Conditions ("T&C") govern the UpWeb Subscription ("Service"), which Tailjay provides to the client ("Client"). The Service ensures the continued operation, security, and support of the Client's website through a prepaid subscription model.

2. Scope of UpWeb Subscription

The UpWeb Subscription provides a complete managed service covering the hosting, maintenance, and support required for the ongoing operation of a WordPress website. The Service consists of the following components:

2.1 Website Hosting

Tailjay provides hosting through trusted third-party partners who operate secure, high-availability data centers. Tailjay manages the hosting environment on the Client's behalf. Hosting includes:

- LiteSpeed web server environment
- DNS management
- Unlimited email accounts
- Regular backups and restore points
- SSL certificate management
- Server updates and hosting-level security
- Uptime and performance monitoring

Tailjay may change hosting partners when necessary to maintain service quality, stability, or security.



2.2 Technical Maintenance

Tailjay performs continuous technical maintenance to keep the Client's website secure, stable, and up to date. This includes:

- WordPress core updates
- Plugin and theme updates
- Security patches and vulnerability management
- Malware scanning and cleanup
- Backup verification
- Performance monitoring and basic optimization

Preventive maintenance may also include recommendations or adjustments to improve reliability, speed, or security.

2.3 Website Support

The Service includes up to 12 hours of support per subscription year, covering:

- Troubleshooting website issues
- Resolving hosting and email-related problems
- Minor content and configuration updates
- Advisory on best practices and website improvements

Support is provided during Singapore office hours (Monday–Friday, 9:00 AM–6:00 PM, excluding public holidays). Additional support hours or development work beyond the included allowance are billed separately at Upsolut's prevailing rates.

2.4 Additional or Expanded Services

Services outside the UpWeb Subscription scope, such as website redesigns, major new features, complex integrations, advanced analytics reporting, or digital marketing management, may be provided under a separate agreement, proposal, or project scope.

3. Ad-Hoc Work and Customisation

Additional work outside the standard scope of UpWeb Subscription (for example,, new features, redesigns, integration projects, campaigns, or consulting) may be delivered:

- At an agreed hourly rate; or



- Under a separate fixed-price project or retainer agreement.

Such work is not included in the base subscription fee unless explicitly stated.

4. Support, Incidents and Service Levels

4.1 Support Hours

Upsolut provides support and incident handling during regular office hours: Monday to Friday, 9:00 AM to 6:00 PM (Singapore Time), excluding public holidays.

Incidents reported outside office hours will be handled from the start of the next business day, unless otherwise agreed or covered by a separate premium SLA.

4.2 Incident Handling

Upsolut will:

- Acknowledge and log incidents reported by the Client;
- Investigate and address the root cause of recurring issues where feasible;
- Keep the Client informed of relevant progress and resolutions by email or ticketing system.

4.3 Target Response and Resolution Times

During office hours, Upsolut aims to meet the following **target** times:

Reaction (initial response)

- Critical Incident (e.g. website is down): within 2 business hours
- Major Incident (e.g. significant security or functionality issue): within 4 business hours
- Minor Incident (non-critical issues, general support): within 16 business hours

Resolution (where reasonably possible)

- Critical Incident: within 8 business hours
- Major Incident: within 12 business hours
- Minor Incident: within 3 business days

These are reasonable efforts targets, not absolute guarantees. Some issues may require third-party intervention, extended investigation, or separate project work.



4.4 Premium SLA (Optional)

Upsolut may offer an optional premium SLA with 24/7 coverage and accelerated targets. This is subject to additional fees and a separate written agreement.

5. Performance, Availability and Service Credits

5.1 Uptime Commitment

For websites hosted under UpWeb Subscription, Upsolut targets **99.8% monthly uptime**, excluding:

- Scheduled maintenance
- Force majeure events (see Clause 14)
- Downtime caused by the Client or third parties

5.2 Service Credits

If uptime or resolution targets are not met for reasons within Upsolut's control, the Client may be eligible for **service credits**, calculated as a percentage of the subscription fee for the affected period. A typical model is:

- Below 99.8%–99.7% uptime: 5% credit
- Below 99.7%–99.6% uptime: 10% credit
- Below 99.6% uptime: 15% credit

For missed resolution-time targets on Critical or Major incidents, a small additional percentage credit may apply by agreement.

All service credits together are capped at **50% of the subscription fee** for the relevant period.

5.3 Eligibility and Claim Process

To be eligible:

- The Client must have paid the relevant invoice **on or before the due date**; and
- The Client must submit a written claim within **30 days** of the incident or reporting period.

Service credits are applied as discounts against future invoices and are the Client's sole and exclusive remedy for uptime or SLA deviations.



6. Security and Data Protection

Upsolut takes the security of Client websites and data seriously and implements reasonable technical and organisational measures, including:

- Regular security updates and patches
- SSL implementation and enforcement
- Vulnerability scans and malware detection
- Secure backup processes

Upsolut / Tailjay adheres to Singapore's Personal Data Protection Act (PDPA) and, where applicable, the EU General Data Protection Regulation (GDPR), when handling personal data as part of the Service.

The Client remains responsible for its own legal obligations as a data controller or data user, including obtaining any necessary consents.

7. Client Responsibilities

The Client agrees to:

- Provide necessary access to domains, DNS, hosting-related accounts and website administration as required;
- Keep third-party plugin, theme and other software licences valid and properly licensed;
- Avoid installing unlicensed, insecure, or conflicting plugins without consultation;
- Follow reasonable security recommendations provided by Upsolut (e.g. strong passwords, MFA, user access policies);
- Ensure that its content and use of the website comply with applicable laws and regulations.

Upsolut is not responsible for issues caused by:

- Third-party plugins, scripts, APIs, or external services;
- Custom code or integrations not developed or approved by Upsolut;
- Misuse or misconfiguration by the Client or its users.

8. Fees, Billing and Payment

8.1 Billing Cycle

- The UpWeb Subscription is billed **quarterly (every 3 months)**.



- Invoices are issued **approximately one (1) month before** the start of the next subscription period.

8.2 Prepaid Subscription

UpWeb Subscription is a **prepaid service**:

- The invoice for the upcoming period must be paid **in full** before the new period begins for the Service to continue.
- The invoice specifies the due date. Tailjay may, at its discretion, treat non-payment by the period start date as a late payment.

8.3 Late Payment

If payment is not received by the due date:

- Upsolut may mark the account as overdue and issue reminders;
- If payment remains outstanding for **14 days** after the due date, Upsolut reserves the right to **suspend** the Service (see Clause 8).

Any late-payment interest or administrative charges may be applied as specified in the invoice or separate agreement.

9. Suspension and Termination for Non-Payment

9.1 Service Suspension (Freeze)

If the Client fails to pay within 14 days after the due date, Upsolut may suspend the Service until full payment is received. During suspension:

- Website hosting may be disabled (website offline);
- Email accounts associated with the hosting may be disabled;
- Technical maintenance and monitoring are paused;
- Support services are unavailable.

The Service will be reinstated once all outstanding amounts are paid, subject to any reactivation fees reasonably applied.



9.2 Termination for Non-Payment

If payment remains outstanding for more than **30 days** after the due date, Tailjay may terminate the agreement with immediate effect by written notice.

Upon termination for non-payment:

- Upsolut will provide access to relevant backups and documentation needed for handover, **once all outstanding invoices and fees have been settled**; and
- Any continued data storage or hosting beyond termination may incur additional fees.

Suspension or termination under this clause does not relieve the Client of its obligation to pay all outstanding amounts, including any applicable interest or late fees.

10. Term and General Termination

10.1 Subscription Term

The UpWeb Subscription operates on a recurring, prepaid basis. Each paid period constitutes a committed subscription term.

10.2 Termination by the Client

The Client may terminate the subscription at any time, provided that written notice is given before the next invoice for the upcoming subscription period is issued.

- If notice is given before the next billing cycle begins → the subscription ends at the end of the current paid period.
- If notice is given after the invoice has been issued → the Client remains responsible for the upcoming subscription fee.

No refunds or credits are provided for unused time or unused support hours within the current subscription period.

10.3 Termination by Tailjay

Tailjay may terminate the subscription with written notice for reasons including, but not limited to:

- Persistent non-payment



- Misuse of services
- Security risks caused by the Client
- Breach of these Terms

10.4 Access and Handover Upon Termination

Upon termination (whether initiated by the Client or Tailjay):

- Tailjay will provide backups, export files, access credentials, and other materials reasonably needed to transfer hosting or maintenance elsewhere.
- Any additional transition work (e.g., migration assistance, reconfiguration, support for new hosting setup) may be billed separately at Upsolut's prevailing rates.

10.5 Effect of Termination

Termination ends the Service at the end of the current paid subscription period unless otherwise stated.

Termination does not relieve the Client of any outstanding payment obligations.

11. Liability and Third-Party Systems

Upsolut / Tailjay is not liable for:

- Failures or performance issues arising from third-party systems, plugins, APIs, or services used by the Client;
- Downtime or data loss caused by the Client's actions, negligence, or use of unauthorised software;
- Indirect, incidental, or consequential losses such as loss of revenue, profit, or business opportunity.

To the maximum extent permitted by law, Tailjay's total aggregate liability for claims relating to the UpWeb Subscription is limited to the fees paid by the Client for the Service during the **three (3) months** immediately preceding the event giving rise to the claim.

12. Confidentiality Agreement

Both Upsolut / Tailjay and the Client agree to keep all proprietary and confidential information private. This includes trade secrets, intellectual property, and sensitive client data. Neither party will disclose such



information to third parties without prior consent, except as required by law. Confidentiality obligations continue to apply after termination of the agreement.

13. Intellectual Property

Ownership of intellectual property developed during the maintenance and support period is governed as follows:

- **Client Materials:** The Client retains ownership of all materials and content provided to Upsolut.
- **Upsolut's Developments:** Upsolut / Tailjay retains ownership of any custom code or software developed for the Client, but grants the Client a license to use it exclusively for the purposes specified in the agreement.

14. Force Majeure

Upsolut / Tailjay is not responsible for any delay or failure in performance caused by events beyond its reasonable control, including but not limited to natural disasters, government actions, strikes, major network outages, or cyberattacks.

In such cases, obligations are suspended for the duration of the event.

15. Dispute Resolution and Governing Law

In the event of a dispute, both parties will first seek to resolve the matter amicably. If no resolution is reached, the parties will consider mediation or arbitration before pursuing legal action.

These T&C are governed by the laws of Singapore, and any formal disputes fall under the jurisdiction of the Singapore courts.

16. Amendments and Changes to Services

Upsolut / Tailjay may update these T&C or adjust the Service from time to time (for example, to reflect new legal requirements, technical improvements, or service changes).

Clients will be notified of material changes. Continued use of the Service after such notification constitutes acceptance of the updated terms.



17. Customization and Adaptability

Upsolut / Tailjay aims to offer flexible and scalable solutions that can grow with the Client's business, including potential adjustments to hosting capacity, security measures, and performance management as required and agreed in writing.