

# Web Hosting Service Policy of King Mongkut's University of Technology Thonburi

## Definitions:

1. **Service Provider:** Refers to the Computer Center, which has been appointed by King Mongkut's University of Technology Thonburi to oversee, manage, control, and maintain the University's Web Hosting services.
2. **Service Recipient:** Refers to a department under the supervision of the University that wishes to utilize the Web Hosting service for the University's benefit and operations, as defined by the University's roles and responsibilities.
3. **User:** Refers to an individual authorized by the Service Recipient to access, use, or develop the website of a department under the supervision of the University.
4. **Website Hosting or Web Hosting:** Refers to the provision of storage space for a Service Recipient's website. The Service Provider will allocate storage space for the Service Recipient to store website data and databases on the Service Provider's server. The Service Recipient's website will be located on one or more servers and will share resources with multiple Service Recipients on the same server. The Service Recipient will have full control over their server space and can configure their own virtual instances on the server. The Service Recipient will have the authority to manage their own website space, and the Service Recipient's website will have its own domain name (DNS) under the University's domain name.
5. **Service:** Refers to website hosting, including software that supports website development (WordPress Toolkit), database management systems (MySQL, phpMyAdmin), and software for Web Admin management, SSL Certificates (Reverse Proxy), security systems, and backup services (Weekly 7 weeks, Daily 7 days).

## Service Provider's Policy

### 1. Acceptance of the Policy

1.1. The Service Recipient must acknowledge and accept this policy in order to use the service. By using the service, the Service Recipient is deemed to have implicitly accepted this policy and agrees to be bound by its terms.

1.2. The use of a Service Recipient's account by an individual or organization other than the Service Recipient requires the consent of such individual or organization. The user must comply with the Service Provider's policy, and if any damage occurs, the consenting party shall be responsible for all damages incurred.

1.3. The Service Recipient may learn about the ICT management agreement from the Service Provider's website (<https://cc.kmutt.ac.th/policy.html>).

1.4. In the event of any inconsistencies between the provisions of this policy and the provisions of the ICT management agreement, the provisions of this policy shall govern the service in question.

1.5. The ICT management agreement and this policy, collectively referred to as the "Policy," are essential to the Service Provider's service. The Service Recipient is obligated to read these policies carefully, and the Service Recipient must accept and comply with this policy.

1.6. The Service Provider reserves the right to amend this policy subject to the approval of the Information Technology Management Committee, without prior written notice to the Service Recipient.

1.7. The rights and benefits shall belong solely to the Service Recipient. The user must act under the responsibility of the Service Recipient.

1.8. The Service Recipient must provide accurate and up-to-date information about themselves, such as identification or contact details, to the Service Provider as part of the service application process or ongoing service use.

## **2. Website Hosting Service**

2.1. The Service Provider may develop or improve the form and nature of the service to provide the best possible experience for the Service Recipient, without prior notice to the Service Recipient.

2.2. The Service Provider may temporarily or permanently suspend or terminate the service to any particular Service Recipient if the use of such service affects any person or organization in violation of the law, without prior notice to the Service Recipient but will notify the Service Recipient within 7 days.

2.3. The Service Provider reserves the right to limit the amount of data that the Service Recipient may send or receive through the service or the amount of storage space used for any service at any time, subject to the Service Provider's discretion.

2.4. The Service Provider reserves the right to screen, review, mark, modify, reject, or remove any inappropriate content from the service, and the Service Provider may provide tools to screen content clearly without violating the law or relevant government regulations.

2.5. The Service Provider shall not be liable to any person or entity for any loss or damage arising from content that the Service Provider did not create, and the creator of such content shall be solely responsible.

## **3. Privacy and Personal Data Protection of Service Recipients**

3.1. The Service Provider shall treat personal data and protect the privacy of Service Recipients under the Personal Data Protection Act.

3.2. If personal data is processed by a data processor under the responsibility of the Service Provider, the Service Provider shall ensure that the data processor processes it in accordance with the Personal Data Protection Act.

#### **4. Service Level Agreements (SLAs)**

4.1. The Service Provider guarantees the service availability of 98% of the uptime per year.

4.2. The Service Level Agreement does not include service interruptions caused by the following:

4.2.1. Maintenance, development, improvement, or repair that the Service Provider may perform as scheduled by the Service Provider.

4.2.2. Downtime that only affects access to the Service Recipient's website management but does not affect access to the Service Recipient's website.

4.2.3. Causes beyond the Service Provider's control or cannot be reasonably foreseen, such as DDoS attacks and IP blacklisting.

4.2.4. Downtime related to the reliability of some programming of the Service Recipient.

4.2.5. Interruption of the internet connection from the Internet service provider (ISP).

4.2.6. Problems with the user's browser cache or problems with the Domain Name System (DNS) of the user.

4.2.7. Errors or negligence of the Service Recipient and the user.

4.2.8. Interruptions or attacks caused by any individual or organization.

4.2.9. Violations of the provider's policies and terms.

## 5. Use of the Website Hosting Service

5.1. The Service Recipient must use this service for purposes permitted under the agreement made with the Service Provider and must not violate any laws, regulations, rules, or generally accepted practices. If personal data of other individuals is to be entered into the system, the consent of the owner of such personal data must be obtained.

5.2. The Service Recipient must access the service through the methods or channels provided by the Service Provider, unless the Service Recipient is granted special permission in writing by the Service Provider.

5.3. The Service Recipient must not interfere with or disrupt the service, including the mainframe and network of the Service Provider.

5.4. The Service Recipient shall not sell, exchange, or resell the service for any purpose, unless the Service Recipient is granted special permission in writing by the Service Provider.

5.5. The Service Recipient shall be solely responsible to any person or entity for any damages arising from the use of the service.

5.6. Upon termination of the service, the Service Recipient will not be able to use the Service Recipient's account and access any files or other content in the Service Recipient's account. Therefore, before the Service Recipient terminates the service, the Service Recipient must perform the following:

5.6.1. Make a copy of the Service Recipient's website content. The Service Provider will delete the Service Recipient's website content and will not transfer the Service Recipient's website content to any person or entity.

5.6.2. If the Service Recipient fails to make a copy of the Service Recipient's website content before terminating the service, the Service Recipient must notify the Service Provider at least 7 business days prior to termination.

5.6.3. Proceed to notify or transfer the domain name system (DNS) of the Service Recipient away from the Service Provider's server.

## **6. Password and Account Security**

6.1. If the Service Recipient creates a user account to provide various services for the purpose of the website, the Service Recipient is responsible for maintaining the confidentiality of the password associated with such account used to access the website services.

## **7. Content on the Service**

7.1. The Service Recipient may submit, access, create, send, or display information such as data files, text, software, music, sound, photographs, videos, or other images through the use of the service, hereinafter referred to as "Content".

7.2. The content that the Service Recipient provides is protected by the intellectual property rights of the owner of such content. The Service Recipient has no right to change, modify, assign, transfer, or create derivative works based on such content, in whole or in part, unless the Service Recipient is authorized or has obtained the consent of the owner of such content with legal evidence or has such rights by law.

7.3. The Service Recipient must delete any inappropriate or offensive content that causes dissatisfaction to any individual or organization.

7.4. The Service Recipient shall be responsible for providing, uploading, and maintaining their own website, and the Service Recipient must regularly update, upgrade, plug-ins, and extensions to the current version to prevent potential vulnerabilities.

7.5. The Service Recipient shall be solely responsible to any person or entity for any loss or damage to any person or entity, including the Service Provider, arising from the content that the Service Recipient has created, sent, or displayed.

7.6. The Service Recipient acknowledges and agrees that technical support for website development (Website Developer) is not the responsibility or under the care of the Service Provider.

7.7. The Service Recipient agrees to follow the Service Provider's recommendations to modify, change, or delete content that affects the Service Provider's service.

7.8. The Service Recipient has the responsibility and duty to perform the following:

7.8.1. Maintain important documents and make backup copies of the content of their website.

7.8.2. Ensure the security and confidentiality of all data on the website that is transmitted or stored on the Service Provider's server.

7.8.3. Protect personal data that is stored or processed on the website.

## **8. Severability and Independent Covenants**

8.1. The titles and headings of this Agreement are for reference purposes only and shall not be used to explain or interpret any of the provisions hereof.

8.2. The provisions of this Agreement and each covenant herein shall be construed as separate and independent covenants.

8.3. If any provision of this Agreement (or any part thereof) is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remaining provisions of this Agreement (or such part thereof) shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.