



151 PayForCourses service 2018

Version 5



Contents

- 1 Introduction
- 2 Applicable PayForCourses services
- 3 Service description
- 4 Service scope
- 5 Payment processing
- 6 Proprietary software
- 7 Moodle compatibility and contract term
- 8 Modifications
- 9 Branding scope and process
- 10 Branding process
- 11 Web browser support
- 12 Acceptable use policy
- 13 Technical information
- 14 Export of data



1 Introduction

This document explains the detailed terms and how to get the best from our PayForCourses service and should be read in conjunction with our Terms of Business available at <http://tob.hubkengroup.com>. In the event of any inconsistency between the provisions of this document and our Terms of Business, the terms contained within this document (in respect of such inconsistency) shall prevail.

This is a living document and is subject to updates and changes as and when required by us.

2 Applicable PayForCourses services

This service document applies to PayForCourses annual contracts commencing after 24th June 2018.

3 Service description

PayForCourses is a service that enables you to offer a catalogue of online courses and shopping cart to sell courses from your Moodle site.

PayForCourses creates a separate site which is branded to reflect your existing online presence, typically your website or Moodle site.

Your catalogue items can include an image, price and a description, synchronised from the Moodle site where possible.

You customers select course products they wish to purchase and pay for them at the website of a payment processor.

On successful completion of the payment transaction they are provided with access to the course(s) purchased, or (if they have chosen this option) the interface to add others to purchased courses.

4 Service scope

Hosting	The PayForCourses application will be hosted on our hosting platform at the same domain or sub-domain as your Moodle site at the path /shop e.g. https://moodle.yourdomain.co.uk/shop
Integration	Single sign-on and course information synchronisation with a single Moodle site.
Updates	Periodic updates to the underlying application.
Branding	Branding of the PayForCourses application
Configuration	Assistance with initial configuration of PayForCourses.
Support	Support for issues arising with the application.

5 Payment processing

PayForCourses does not process payments. Processing of payments is undertaken off-site on the website of your selected payment processor.

We will install one or more extensions which enable PayForCourses to send limited information to UK market payment processors compatible with PayForCourses. We will publish the names of the supported payment processors on our website www.hubkengroup.com.

At our discretion we may change the available payment processor extensions. If we decide to remove a payment processor extension we will try to give you reasonable notice.

6 Proprietary software



Some components of the PayForCourses service use proprietary software. Where this the case we will pay any licence fees due.

7 Moodle compatibility and contract term

Each PayForCourses service is for use with a single, compatible Moodle site hosted by us.

If the Moodle hosting service is terminated before the PayForCourses annual renewal date no refund of PayForCourses fees is due to you.

8 Modifications

We may modify the service from time to time. We will try to give you reasonable notice of changes.

You may not modify or attempt to modify the PayForCourses application. You must not modify or configure it to process payment on the PayForCourses site.

9 Branding scope and process

9.1 Scope

The aim of this element of the service is to create a PayForCourses theme that closely reflects the design of a worked example of your existing branding.

When creating the theme, we include the following features:

Header
Custom course listing styling
Footer
Simple styling of the cart and administration pages

9.2 Design references

You must provide us with a worked example of the branding you want us to reflect in the theme, suitable worked examples include:

Your website
Your Moodle site
Your intranet
Full size screenshots of your website or intranet
Detailed Photoshop image representation of a website design

A copy of your brand guidelines for web should be provided if available and relevant. Brand guidelines alone are not suitable for us to work from.

Where a reference design cannot be directly mapped to elements in the theme or has insufficient detail, you agree that we shall use our discretion to interpret the information available when building the theme.

9.2.1 Images and fonts



Images

We may require high resolution versions of logos and other images that will be incorporated into the theme.

We recommend that you provide us with placeholder images so that we can prepare the preview site in way that reflects how the theme will appear when deployed to your live PayForCourses site.

Fonts

You must provide any custom font(s) that are used in the reference design.

If you are unable to provide suitable custom fonts before we start to build the theme we will substitute them with similar freely available fonts.

10 Branding process

Online PayForCourses theme meeting	We discuss the reference design with you and how it can be translated into a PayForCourses theme.
Developer brief	We summarise the theme meeting and send this to you for approval. The Developer brief is the basis of the work we will undertake.
Confirmation	You confirm the Developer brief is an accurate account of the theme discussion.
Scheduling	We schedule the build of the theme.
Theme build	We build the theme based on the reference design you have provided and the outcome of the theme meeting, as summarised in the Developer brief.
Review phase starts	We install the completed theme on a review site and invite you to review it. This is the start of the review period. See below for more detail about the review phase.
Review phase ends	When any reported issues or included change requests have been actioned, we arrange to install the theme on the PayForCourses site.
Snagging period	On request, we address any snagging issues notified by you (see the table below for more detail about snagging).
Impact of delays	If your feedback and confirmation is delayed, we may have to reschedule the theme build until a later date than planned.

10.0.1 Review phase

Review environment	The site contains a simple course catalogue with example course products. You may create product content on the on the site to assist with your review.
Review period	7 business days from the date we notify you that the theme is available for review.
Scope	Minor revisions to deal with specific issues arising over a maximum of 2 minor revision cycles. Included change requests design or functionality that can be completed in 1 hour.
Issue resolution targets	Revision cycle 1: New issues or included change requests notified to us during the review period - 7 business days after the end of the review period. Revision cycle 2:



For issues or included change requests previously notified to us where a change has been made or proposed - 5 business days.

10.0.2 Theme deployment

Theme deployment	<p>The theme is deployed when:</p> <p>No issues have been reported to us during the review period; or</p> <p>We have addressed the issues or included change requests reported to us during the review period.</p>
-------------------------	--

10.0.3 Snagging period

Duration	40 business days immediately following the end of the review period.
Scope	<p>Minor revisions to deal with specific issues arising when the theme is deployed.</p> <p>No design or functionality change requests.</p>
Issue resolution target	Issues notified during the snagging period - Within 14 business days.
Exclusions	<p>Issues arising from:</p> <ul style="list-style-type: none"> · Unusual data entry · Incompatible content, hardware or web browser · Modification of the theme code or behaviour by you · Design changes (other than Included change requests)

10.0.4 Process definitions

Business days	Monday – Friday, excluding public holidays and days between 26 th December and 1 st January.
Issues	Errors or omissions in the theme. Classification of whether requested revisions are within the scope of the service or are a change request is at our discretion.
Included change request	<p>Any change request that is:</p> <ul style="list-style-type: none"> ● Notified to us within the review period ● Within the scope of the service ● Can be completed within one hour

10.0.5 Branding entitlement

PayForCourses has an annual contract term. Within that term you are entitled, on request, to either;

1. One complete process as described under “Branding scope and process” above; or
2. Modifications to the existing theme not exceeding 2 hours work.

Whichever option is taken up first will extinguish any remaining entitlement for the contract term.

10.0.5.1 Additional work



Theme development work exceeding the entitlement above is chargeable.

11 Web browser support

We will use commercially reasonable efforts to address web browser related issues reported to us during the Review or Snagging phases if:

- The web browser is indicated as supported in the official release notes for the current Moodle version.
- We can replicate this issue in the web browser configured to use default settings.
- The issue is not listed in Snagging exclusions.

12 Acceptable use policy

This acceptable use policy sets out the terms between you and us under which you may use your hosted PayForCourses site (the **site**).

Your use of the site means that you accept, and agree to abide by this acceptable use policy.

12.1 Prohibited uses

You may use the site only for lawful purposes. You may not use the site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below)
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site at hubkengroup.com (our site)
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.
- Not to modify or attempt to modify the software used to provide the service.
- Not to configure the software used to provide the service so that payment transactions are not processed at the site of a payment processor.
- To ensure that all usernames and passwords issued to you are kept safe and confidential. We are not responsible to any consequences of your username or password being compromised and we reserve the right to make a charge if we are required to re-set your password or any other security setting more than once in any six-month period.
- Accept version upgrades, updates and patches that we recommend to enable us to continue to provide our services.

12.2 Content standards

These content standards apply to all material which you contribute to the site (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole. Contributions must not:

- Contain any material which is defamatory of any person, company, business or organisation.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.



- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

12.3 Quotas

The total data storage used for this service will be deducted from the available storage remaining for your Moodle hosting. Exceeding this quota is a breach of our acceptable use policy.

12.4 Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the site. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy may result in our taking all or any of the following actions:

- Temporary or permanent withdrawal of your access to the site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you, or others who you permit to access the site, to the site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

12.5 Changes to the acceptable use policy

We may revise this acceptable use policy at any time. You are expected to check this Acceptable Use Policy from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

13 Technical information

13.1 Backups

A backup is performed nightly with a 14-day online retention of data. Online backups are encrypted.

Backups are stored at an alternate datacentre (minimum of 30 miles away from the production datacentre).

Backups allow for database and file restore to recover your site.

13.2 Data at rest

For most of our hosting platform data at rest is encrypted. We are working towards encryption of the whole platform. Our support team can advise if data at rest for your site is encrypted. We can move your site to an encrypted area on the hosting platform.

13.3 Hosting platform

13.3.1 Platform specification



- Built on enterprise-grade VMware ESX platform
- Hybrid-flash SAN storage providing significantly increased I/O performance
- Hewlett Packard Enterprise server hardware
- All equipment fed with diverse power & network connectivity

13.3.2 Backups

- Full virtual machine level application consistent backup
- Stored at alternate datacentre

13.3.3 Network

- Juniper powered core network
- National n X 10GB DWDM fibre ring
- Diverse internet connectivity via London & Manchester
- Peered on LINX & IXManchester
- Over 85% of UK traffic handed off via direct peering relationships
- Transit from Tier 1 providers in both London & Manchester

13.3.4 Datacentre specification

Datacentre locations	Manchester and Leeds, UK.
Datacentre Tier	TIA-942 Tier 3
Certifications	ISO 27001 ISO 9001 Approved to hold data up to HMG Infosec IL5
Power	N+1 Redundant generators/UPS. All infrastructure is dual (A+B) power fed.
Cooling	N+1 redundant under-floor airflow system
Fire Detection & Suppression	VESDA aspirating smoke detection. FM200 gas suppression system.
Security	24/7 on-site security CCTV throughout (90-day retention) Proximity access system with reception sign-in and advance access request required
Connectivity	Diversely routed fibre to separate POP sites with separate building entry points

13.3.5 Security specification

Our datacentre providers and thus our hosting platform is certified and audited to ISO 27001.

Security patches are applied to the platform, the associated network and storage infrastructure in accordance with vendor recommendations.

13.4 Our service levels

13.5 Categorising your requests

We use industry standard 'ITIL' categorisation for hosting support cases received into our help desk. This enables



us to prioritise our workload ensuring that clients with business-impacting issues receive the urgent help they need as quickly as possible.

The following definitions apply to the PayForCourses service:

Definition	Description
P1 incident	Total systems outage affecting whole business/platform.
P2 Incident	Partial systems outage or intermittent fault affecting a group of users.
P3 Incident	Issue preventing an individual from working.
P4 Incident	Minor issue/annoyance affecting individual or group.
Complex Change	A change which will take more than 15 minutes to action.

13.5.1 Incident responses

We will respond to incidents in accordance with the table below:

Definition	Response Time	Target Repair Time	Cover Hours
P1 Incident	30 Minutes	4 Hours	24x7
P2 Incident	1 Hour	6 Hours	24x7
P3 Incident	4 Hours	12 Hours	Support hours
P4 Incident	8 Hours	48 Hours	Support hours

Where the Target Repair Time is exceeded by 1 hour, for each additional consecutive hour a credit of 5% of 1/12th of the then current annual PayForCourses service fee shall be due on request for each consecutive hour up to a maximum of 100% of 1/12th of the then current annual PayForCourses service fee. The credit will apply to fees for which we have received payment.

13.5.2 Change request responses

We will respond to change requests in accordance with the table below:

Definition	Target Completion Time
Complex Change	6 working days of request within support hours, excluding any notice period for scheduled downtime.

Where the Target Completion Time for any one case is exceeded by 1 day a credit of 5% of 1/12th of the then current annual PayForCourses service fee shall be due on request up to a maximum of 100% of 1/12th of the then current annual hosting fee. The credit will apply to fees for which we have received payment.

13.5.3 Notifying issues

PayForCourses support requests will be accepted via the email address help@hubkengroup.com during support hours. Priority 1 issues may also be notified by phone to 0330 660 1111.

13.5.4 Support hours



9am to 5pm UK local time, Monday to Friday excluding UK public holidays and working days between 26th December and 1st January (P1 and P2 incidents excepted).

13.6 Hosting platform availability

The hosting platform is provided with a 99.95% availability guarantee.

Where this is not met a credit of 5% of 1/12th of the then current annual hosting fee shall be due on request for each consecutive 15 minutes of unscheduled downtime, up to a maximum of 100% of 1/12th of the then current annual hosting fee. The credit will apply to fees for which we have received payment.

13.7 Planned maintenance

We notify you of any planned service affecting outages using the Moodle administrator email account(s) on our records. We will try to give you reasonable notice but this may not always be possible.

13.8 Service duration

13.9 Term

The Service is provided for a one year from the commencement date unless a different duration is stated in our sales invoice.

13.9.1 Notice of your intention to terminate

You must notify us in writing at least 30 days prior to your annual renewal date.

13.9.2 Data Retention on termination

On termination owing to:

- Non-renewal by you;
- Written request for early termination by you;
- Written notification of early termination by us;

We will;

- Delete the PayForCourses site within 30 days; and
- Remove backup data 14 days following the site deletion.

14 Export of data

You must ensure that you export data you require using the options available to you in PayForCourses. We do not offer any additional options for data export or transfer.