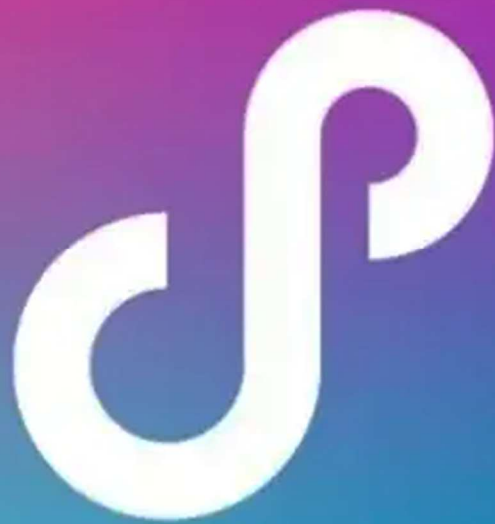


2025

Terms of Service for FTP Client Portal



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The DS Group
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Introduction Welcome to our FTP Client Portal. By accessing or using this service, you agree to comply with and be bound by these Terms of Service. Please read them carefully. If you do not agree with these terms, you must not use our service.

1. Compliance with Laws and Regulations We are committed to complying with all applicable UK laws and regulations, including but not limited to:

- **General Data Protection Regulation (GDPR):** Ensuring the protection and privacy of personal data for all users. This includes data processing, user rights, and breach notification requirements as enacted under the Data Protection Act 2018.
- **Data Protection Act 2018:** Governing data protection and privacy standards for users in the United Kingdom, including implementing GDPR requirements domestically.
- **Computer Misuse Act 1990:** Prohibiting unauthorised access to computer systems, data theft, or any malicious activity.

By using our services, you agree to comply with these and any other applicable UK laws.

2. Compliance with GDPR We are fully compliant with the General Data Protection Regulation (GDPR) to ensure the protection and privacy of your data. By using our service, you acknowledge and consent to the following:

- **Data Collection and Processing:** We collect and process only the data necessary for providing and improving our services, including your account information, uploaded files, IP addresses, and activity logs. Data is processed on the basis of providing the service and maintaining security.
 - **User Rights:** You have the right to access, rectify, delete, or transfer your personal data at any time by contacting us. We will respond to such requests within 30 days as mandated by GDPR.
 - **Data Security:** We use industry-standard encryption, regular vulnerability assessments, firewalls, and secure access protocols to protect all personal data and uploaded files stored on our servers.
 - **Third-Party Processing:** Where required, we only work with third-party processors that are fully GDPR-compliant and ensure data protection standards equivalent to ours.
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3. Data Storage and Retention

- All files and data uploaded to the FTP portal will be encrypted and stored securely in Tier III data centres located in the UK.
- Files are retained for a maximum of **14 days** unless otherwise agreed upon or required for ongoing projects. You will receive a notification before file deletion when applicable.
- After 14 days, files are automatically and permanently deleted from our servers using secure deletion methods that prevent recovery.

- Backup copies of files may be temporarily stored for disaster recovery purposes but are subject to the same deletion timeline and security measures.
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4. Acceptable Use Policy

As a user of this service, you agree to:

- **Responsible Usage:** Use the FTP portal solely for legitimate and agreed-upon purposes. Misuse, including unauthorised sharing, distributing copyrighted materials, or storing malicious content, is strictly prohibited.
 - **Prohibited Activities:** You must not upload illegal, harmful, defamatory, or otherwise unauthorised content. Additionally, attempting to breach server security, disrupt services, or access unauthorised data is a violation of these terms.
 - **Credential Security:** Ensure the confidentiality of your login credentials. Sharing credentials is not permitted. If you suspect unauthorised access, report it immediately.
 - **Fair Use:** Excessive or abusive use of resources may result in temporary restrictions or account suspension to maintain service stability for all users.
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5. Service Access and Availability

- The FTP service is provided "as is" and "as available." While we strive for uninterrupted service, planned maintenance, technical issues, or unforeseen circumstances may cause occasional downtime.
 - We are not liable for service interruptions, data loss, or unauthorised access caused by factors beyond our reasonable control, including cyberattacks, hardware failures, or third-party service outages.
 - Accounts found in violation of these Terms of Service may be suspended or permanently terminated without prior notice.
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6. Data Sharing and Access

- Your data will not be sold, rented, or shared with third parties without your explicit consent, except when required by law or necessary for legal proceedings.
 - Authorised personnel may access your data strictly for troubleshooting, maintenance, or fulfilling service obligations. All access is logged and monitored.
 - Any external transfers of your data will be conducted securely and only with your written agreement.
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7. Data Breach Response

In the event of a data breach, we will:

- Notify affected users promptly and within the timeline stipulated by GDPR.
 - Provide detailed information about the nature of the breach, potential impacts, and steps being taken to mitigate risks.
 - Take immediate corrective actions, including isolating affected systems, strengthening security, and conducting a post-incident review.
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8. Modifications to the Terms of Service

We reserve the right to modify these Terms of Service at any time to reflect changes in laws, business practices, or service features. Users will be notified of updates via email or through a portal announcement. Continued use of the service implies acceptance of the revised terms.

9. Limitation of Liability

- We are not liable for any indirect, incidental, or consequential damages resulting from your use of the service, including but not limited to data loss, unauthorised access, or service interruptions.
 - Our total liability for any claims related to the service is limited to the amount you paid for the service during the 12 months preceding the incident, if applicable.
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10. Governing Law and Dispute Resolution

- These Terms of Service are governed by and construed in accordance with the laws of England and Wales.
 - Any disputes arising from these terms or the use of the service will be resolved through negotiation or, if necessary, binding arbitration under the rules of a recognized UK arbitration body.
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Acknowledgment By signing up for and using the FTP service, you confirm that you have read, understood, and agree to these Terms of Service. If you have any questions or concerns, please contact us at hello@thedsgroup.co.uk or phone us at 01255221322.

Thank you for using our FTP Client Portal.