

10 Gbps Premium Bandwidth Terms and Conditions

By purchasing 10 Gbps Premium Bandwidth from Marsden Cloud Ltd ("We", "Us", and "Our"), You ("You") agree to comply with these 10 Gbps Premium Bandwidth Terms and Conditions.

The provisions contained in the 10 Gbps Premium Bandwidth Terms and Conditions are supplemental to Marsden Cloud General Terms and Conditions, Marsden Cloud Acceptable Use Policy, and the applicable Server Terms and Conditions by which you are also bound.

In the event that the 10 Gbps Premium Bandwidth Terms and Conditions conflict with any provision of the Marsden Cloud General Terms and Conditions the provisions of the 10 Gbps Premium Bandwidth Terms and Conditions shall prevail to the extent of such conflict.

1. Service Description and Limitations

1.1. The 10Gbps Premium Bandwidth service can increase your public network connection up to 10 Gbps subject to the following limitations;

1.1.1. The 10 Gbps Premium Bandwidth service can only allow for periods of traffic up to 10Gbps. If the average rolling traffic used by You exceeds the thresholds for UDP traffic of 1Gbps for five minutes or over OR the TCP traffic of 6 Gbps for five minutes or over then We will automatically suspend the server's network connection, without notice to You. The thresholds for traffic that apply in this clause 1.1.1 are subject to change at any time at Our sole discretion;

1.1.2. The 10 Gbps Premium Bandwidth service is only available on models of servers with a 10Gbps network card; and

1.1.3. The 10Gbps Premium Bandwidth service cannot be used with heavy UDP traffic use cases including but not limited to video streaming and VPN hosting.

1.2. We reserve the right to modify, suspend or terminate Our 10 Gbps Premium Bandwidth service at any time and for any reason.

2. Service Activation and Usage

2.1. You must activate your 10 Gbps Premium Bandwidth service by following the instructions provided by Us.

2.2. You agree to use the 10 Gbps Premium Bandwidth service in compliance with all applicable laws and regulations.

2.3. If We deem in Our sole discretion that You are using an unreasonable amount of transfer, We reserve the right to suspend the 10 Gbps Premium Bandwidth service immediately and without notice to You.

3. Fees

3.1. You must pay Us the specified fee for the 10 Gbps Premium Bandwidth service.

3.2. The fee for 10 Gbps Premium Bandwidth consists of a monthly payment due in arrears, the calculation of the fee will be calculated using either of the following methods depending on the server you use the 10 Gbps Premium Bandwidth with;

3.2.1. Baremetal Server

If You use the 10 Gbps Premium Bandwidth service on a Baremetal Server then the monthly maximum fee available at the checkout when ordering, will be divided by the number of days in the relevant month, further divided to determine value per second. This figure then multiplied by seconds used, equals the monthly amount payable by You.

3.2.2. Dedicated Server

If You use the 10 Gbps Premium Bandwidth on a Dedicated Server, You will be charged a monthly capped fee, which is available to You at the checkout when ordering the 10 Gbps Premium Bandwidth service.

3.3. You are responsible for any additional fees or charges that may apply, such as taxes or surcharges.

4. Privacy and Security

4.1. We do not guarantee the security of your information or data transmitted over Our 10 Gbps Premium Bandwidth Service.

5. Changes and Updates

5.1. We reserve the right to modify these terms and conditions at any time without prior notice on Our website.

5.2. Your continued use of Our 10 Gbps Premium Bandwidth service after any changes to these 10 Gbps Premium Bandwidth Terms and Conditions will constitute your acceptance of the updated terms. You are responsible for checking Our website regularly for any updates to these 10 Gbps Premium Bandwidth Terms and Conditions.

6. Changes and Updates

6.1. Your rights and obligations under these terms shall be governed by English law and You submit to the exclusive jurisdiction of the English Courts.