

Cloud and Bare Metal Server Terms

Last updated 2nd September, 2024

These terms ('Terms') set out the specific terms and conditions applicable to your use of our Cloud Servers and Bare Metal Servers ('Services'). These Terms are supplemental to the General Terms and Conditions and General Server Terms and Conditions, which also apply when you purchase the Services. In the event of any conflict with the above, these Terms shall prevail. By purchasing the Services, you are deemed to have accepted these and the terms referred to above.

The terms 'We', 'Our' or 'Us' refers to Marsden Cloud Ltd and 'You' and 'Your' is deemed as the person/company representative accepting these Terms.

1. Service Description

Our Cloud and Bare Metal Servers are servers with administration rights. You confirm You have sound technical knowledge of administering server systems and the required knowledge and skill to ensure data continuity.

By purchasing the Services, a cloud panel is allocated to You. Each cloud panel has its own management and configuration and is operated independently of other cloud panels. No allocated memory, bandwidth, IP addresses, storage or CPU's ('Resources') or data can be shared between different cloud panels.

2. Your Obligations

1. You are solely responsible for the administration of the server.
2. You are solely responsible for securing the server against any unwanted attacks and manipulation by third parties.
3. You are solely responsible for updating the operating systems, drivers and application software installed on the server at Your own cost and risk.
4. You are responsible for installing reliable security software and keeping it updated to prevent any unauthorised user from accessing or administering Your systems, applications and networks.
5. You agree to configure your programs to automatically restart when the hardware or operating system restarts.
6. You acknowledge that termination of the Services will result in the automatic and irreversible deletion of all data, the operating systems and any applications installed on them. You are reminded to ensure You have maintained an adequate backup before requesting or carrying out any termination or deletion requests.
7. We do not carry out backups of data and You cannot and must not rely on Us to recover any lost data. You acknowledge and agree that it is Your responsibility to ensure adequate backup measures are in place in the event of any loss or destruction of your data.
8. You agree to use the Services in a manner which does not or is not likely to detriment other customers who may use the shared Resources.

3. Our Rights and Obligations

1. We provide you with access to the server via the cloud panel which in turn, is accessible via the control panel. This allows You to manage Your server (including but not limited to its configuration, RAM, SSD, operating systems and consumption). Access to the control panel and cloud panel is limited to You and any persons authorised by You.
2. In order to resolve technical incidents, We may remotely access the physical servers including those on which the cloud servers are located. By doing so, we may have access to Your data. In this case, We shall only be permitted to perform the work that is required to resolve the incident.
3. We reserve the right to cancel the cloud panel if You have not purchased or consumed any Resources for a period of greater than six months.
4. We reserve the right to update, change, modify, limit, restrict or disconnect the Service in the case of:
 1. Excessive consumption of Resources;
 2. Other disruptions that can be traced to You that are observed to be impairing the performance of the platform on which the Resource is located or infringing on the rights of third parties that share the infrastructure. In such cases, We shall also notify You so that You can resolve the issue in question.
 3. Where in our sole discretion We deem it necessary to take steps to protect Our infrastructure. Where reasonably possible, We will inform You of any actions taken in this regard and what further action may be required to resume normal service.
5. We reserve the right to change the operating systems available as part of the Service.
6. We reserve the right to suspend or terminate the Services in the event You fail to comply with any provision of these Terms.
7. We reserve the right to modify these Terms at any time without prior notice on Our website. You acknowledge that it is Your responsibility to check back regularly. Your continued use of the Services will constitute acceptance of any updated terms.

4. Marsden Cloud Cloud, Virtual and Dedicated Server Service Level Agreement

1. At Marsden Cloud we aim to deliver the highest possible levels of up-time and agree that the Hardware on which your Cloud server or Virtual machine is based or Server Hardware and service critical infrastructure, including Power and Network Connectivity will be available for 99.99% of the time (excluding scheduled maintenance, advance notice of which will be given wherever possible).
2. In the event of an outage to one of these service components which results in server downtime customers may be entitled to claim a service credit of one day's service fee for every hour that the server is unavailable, depending upon the outage circumstances. The period of the outage will be measured from the time you report the problem to our confirmation of restoration of service.

3. SLA claims may be made up to a maximum of one month's service fee in any calendar month.
4. Outages caused by third party software installations or other modifications to the default server operating system as deployed do not fall within the terms of this Service Level Agreement.

5. Fees

1. Payment is due and immediately payable upon receipt of the invoice. You may view the actual and estimated consumption of Services in the control panel. The estimated consumption is only a forecast. The actual fee is the fee listed on the invoice for the Services actually consumed.
2. For legacy Marsden Cloud' Cloud Servers, You pay monthly as per the terms of Your contract.
3. If You purchase one of our fixed cloud servers or our Bare Metal Servers and wish to switch it off in accordance with clause 5.2 below, You will continue to be billed Your usual monthly amount.
4. If You purchase one of Our flexible cloud servers and wish to switch it off in accordance with clause 5.2 below, You will continue to be billed for the storage and any additional IP addresses. You will not be charged for CPU, memory, Windows licence, Plesk licence or SQL Server licence.
5. Unless stated otherwise on the Marsden Cloud website, all prices exclude VAT (or any other applicable sales taxes).

6. Use of the Services

1. Content in the server is owned by You. All underlying infrastructure and Resources are owned by Us.
2. You are free to stop and restart the Services as you wish but You will still be liable to pay any fees in accordance with clauses 4.3 and 4.4.

7. Additional Terms applicable to Bare Metal Servers

1. When using Bare Metal Server, the 10 Gbps terms shall also apply.

8. Miscellaneous

1. These Terms and any dispute or claim arising out of or in connection with it (including non contractual disputes or claims) shall be governed by and construed in accordance with the law England and Wales.
2. You and Us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms (including any non contractual disputes or claims).