

General terms and conditions

last revised 2nd September 2024

These General Terms & Conditions, together with any applicable Service Specific Terms, Data Processing Agreement ('DPA'), the Acceptable Use Policy sets out the terms, which Marsden Cloud will provide services to our customers. By creating a Marsden Cloud account and using the services, You are deemed to have accepted these General Terms and Conditions and the DPA.

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The terms "We", "Our" or "Us" shall refer to Marsden Cloud Ltd and any associated group companies and "You", "Your" or "Customer" shall be deemed as the person/company representative accepting these General Terms and Conditions. These terms constitute a binding and enforceable legal contract between Marsden Cloud and any associated group companies and you.

1. Changes and updates

1. We reserve the right to, with or without notice, change or update these General Terms and Conditions, the Service Specific Terms & Conditions including any technical specification relating to the services, the Acceptable Use Policy, Privacy Policy and any information relating to the services, from time to time, to comply with law or to meet our changing business requirements. These Terms and Conditions may be changed or updated at any time.

2. Age condition and authority

1. You represent and warrant that by signing up to our services, you are at least eighteen (18) years of age and legally capable of entering into a contract. You must meet certain conditions in order to have a Marsden Cloud account.
2. Alternatively, if you are purchasing services on behalf of a company/third party, you represent and warrant that you have the authority to do so, which in turn is bound by these Terms and Conditions.

3. Duration and Renewal of services

1. Unless otherwise specified, services are provided for a minimum contract term of 12 months and unless cancelled in accordance with Clause 6, will automatically be renewed for further periods. Details about your contract term, our automatic renewal policy and your rights under Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013.
2. Automatic renewals are to ensure that You do not experience interruption or loss of services. Unless you turn-off the automatic renewal, Your services will automatically be renewed for further periods. (Please note that domains may be subject to different terms in respect of renewals).

3. When Entering into a contract as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 allow you to cancel the Contract at any time within fourteen working days, beginning on the day after you receive written confirmation of our acceptance of your order. However, by placing your order for the services, you agree to us commencing supply of those services before the fourteen working days cooling off period has expired. As a result, you will not have the right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013.

4. Payment and Change of Services

1. All services must be paid for in advance, unless otherwise stated differently. Details of how payment is taken for your Marsden Cloud services.
2. All payments must be made in UK pounds sterling, inclusive of applicable taxes.
3. If You have purchased a "Pay as You go" service then payment will be required monthly in advance. If You have purchased services on a fixed term basis then You will be required to pay on the payment agreement You selected, paying in advance or by way of monthly instalments in advance throughout the year.
4. Marsden Cloud will automatically generate an invoice in respect of the next period at the end of the current period unless You have cancelled your services in accordance with Clause 6.
5. Payment will be taken via the chosen payment methods specified within the control panel and will be non-refundable. In cases of failed payment, the invoice will be considered overdue and immediately payable.
6. No invoices will be sent by regular mail. All invoices will be sent directly to You via your registered email address.
7. You are required to have a valid credit/debit card and/or PayPal account registered to Your account at all times. Failure to do so will result in restricted access to Your account. If You cancel Your credit/debit card and/or PayPal account for any reason, You must update your account and provide details of a current valid payment card and/or PayPal Account. You need to keep your payment details up to date at all times.
8. Marsden Cloud reserves the right to change the prices and/or nature of our services by giving You 30 days written notice of those changes. Notice of changes to prices and/or services will be given by email to the email address we hold for your account. Any price change only becomes effective when the service reaches the end of its current term. You will be charged the new price when the service is automatically renewed at the end of the current term. We reserve the right to make changes to your services.
9. Payments processed by PayPal are subject to PayPal's terms and conditions of Service, and Marsden Cloud makes no representations or warranties with respect to those services.
10. We reserve the right to interrupt, cancel or suspend all services until payment is received in full and all outstanding charges are cleared. Any non-payment of a recurring invoice may be subject to an administration charge. You are responsible for all money owed to Us under

these terms until Your contract is terminated. You are also responsible for any additional costs incurred by Us in taking steps to recover any sums due by You.

11. We reserve the right to pass your debt onto a third party debt recovery agent and You accept all liability for the recovery of our costs from You.
12. If You withdraw any payments made via a bank, credit card or PayPal (a "chargeback"), We reserve the right to interrupt, suspend or cancel Your services and/or charge a fee. Such action is without prejudice to Our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.
13. If You withdraw any payments made via a bank, credit card or PayPal (a "chargeback"), for a domain registration or domain renewal then Marsden Cloud will become the registrant (owner) of the domain.
14. Any unused Credit notes on Your Account will be taken in payment of Your Service. Where the value of the unused Credit note is less than the total payment due, the remainder of the balance will be taken from the current payment method on Your account.
15. You agree that Marsden Cloud will store Your card details so that regular payments to Marsden Cloud can be made. We refer to this as a Continuous Payment Authority (CPA).
16. Marsden Cloud will send You invoices detailing the payment amount and which payment method will be used.
17. Marsden Cloud reserves the right to make changes to any payments where Marsden Cloud, in their reasonable opinion, believes they are necessary and in accordance with this Agreement.
18. In accordance with the CPA, Marsden Cloud will provide You with a confirmation order, by email.
19. The CPA details can be amended at any time by contacting our team:
hello@marsdencloud.com.
20. You agree that the CPA is effective and will remain so until You change or cancel Your payment method with Marsden Cloud. No fees are charged for a change in payment method.
21. You agree that if You cancel Your CPA, Your services maybe cancelled. You agree to continue to pay for the services in accordance with this Agreement.
22. Marsden Cloud reserves the right to cancel Your CPA if Marsden Cloud is no longer able to take payment from the stipulated payment method.

5. Refunds

1. All fees for services are non-refundable.
2. In the event that Marsden Cloud chooses to cancel Your service for reasons other than Your breach of contract, You will be entitled to a pro rata refund based upon the remaining period of Your current contract term.

3. If you breach these terms, You will not be entitled to a refund, in the event of a cancellation.
4. Domain credits are non-refundable as they enable the purchase of domain names at discounted Prices, based on an up-front commitment.
5. Credit notes can only be used for payment (or partial payment) of Your Service, and are non-refundable.
6. Unused reseller funds on account will only be recoverable when the account is closed.

6. Cancellation

1. Marsden Cloud will provide the services for the period stated on the order confirmation, which shall then automatically renew for further periods, subject to termination by:
 1. You providing notice to Marsden Cloud at least 30 days prior to the next renewal date.
2. You may cancel your services with Marsden Cloud at any time by providing 30 days notice provided those services are not subject to a minimum contract term.
3. Once Marsden Cloud accepts your cancellation request, you will be provided with written confirmation of such request. For clarity, your cancellation request will not be deemed to have been received and accepted until We have issued our written confirmation to You.
4. We reserve the right to cancel and/or withdraw your service at any time for any reason by providing you 30 days' written notice.
5. Without prejudice to its other rights and remedies, Marsden Cloud may, in its sole discretion, either permanently or temporarily suspend and/or terminate the services and will have no liability to provide the services if an event occurs and Marsden Cloud deem it to be appropriate to terminate the Agreement.

7. Our obligations

1. We agree to provide the services to You in accordance with these terms.
2. We will use reasonable endeavours to supply the services to You as soon as it is reasonably practicable and in the event that We become aware of any reason for delay, We shall notify You.
3. We will not be liable to You if We, using Our endeavours, fail to supply the services within a specific timescale.
4. We reserve the right to improve, modify or change the services provided to You and We will use reasonable endeavours to notify You as soon as it is reasonably practicable to do so.
5. We will provide the services to You using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use Our reasonable endeavours to ensure that any disruption to the services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to You or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled.

6. To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services are provided by Marsden Cloud to You on an “as is” and “as available” basis and no warranty or representation (express or implied) of any kind are given in connection with this Agreement including as to satisfactory quality and fitness for a particular purpose. Marsden Cloud gives no warranty or representation that:
 1. the Services will meet Your requirements;
 2. the Services will be provided on an uninterrupted, timely, secure or error-free basis;
or
 3. any results obtained from use of the Services will be accurate, complete or current.

8. Your obligations

1. You agree to use the services in line with our Acceptable Use Policy. Marsden Cloud reserves the right to remove content from the services or suspend the services immediately where it reasonably suspects such content breaches the Acceptable Use Policy. You agree to our Acceptable Use Policy at all times.
2. You shall indemnify Marsden Cloud against all damages, losses and expenses arising as a result of any action or claim that the data, content and/or any other material breaches the Acceptable Use Policy.
3. In the event that Marsden Cloud removes data or content from the services and/or suspends Your site pursuant to clause 8.1, and later reinstates such content and/or resumes the services, You shall indemnify Marsden Cloud against all damages, losses and expenses arising as a result of any action or claim that such content and/or data and/or the services breaches the Acceptable Use Policy.
4. You agree that You are solely responsible for the use of Your Marsden Cloud account and Your Use of the services, including any content that you submit. You are responsible for all the activity that takes place on your account.
5. All services are intended for use by You only. Should you choose to resell, store or give away web hosting services to other parties You agree that such activity will be undertaken at Your own risk. You also accept responsibility for ensuring that all end users abide by all of Our terms.
6. Marsden Cloud accepts no liability to You or any third parties for losses arising from the reselling of services as detailed in Clause 8.5.
7. Marsden Cloud reserves the right to suspend access to the automated management facilities of the Reseller account including the API (Application Programming Interface) if a customer's use is deemed to be affecting the platform for which Marsden Cloud delivers the services.
8. If You exceed the limits on Marsden Cloud' database products (MS SQL and MySQL) then we will automatically charge You for the additional space You use at Marsden Cloud' current Prices.
9. You agree that it is Your responsibility to keep Your password(s) confidential, and to change the password on a regular basis. Marsden Cloud is not responsible for any data losses or

security issues due to stolen passwords or any passwords that You have intentionally or accidentally disclosed to any third party. You are responsible for keeping your account passwords secure.

10. You accept full responsibility for any purchases or modifications made within your control panel by You or by third parties using your account password.
11. You warrant that the contact information that you provide to us is correct, and that You accept responsibility for keeping this information up to date at all times. You agree that We may suspend access to your account and the services if we reasonably believe that the information you have supplied is inaccurate.
12. You agree that you will provide to Marsden Cloud, if necessary, verification identification documents (including but not limited to driving license and passport) for verification purposes only. Please be advised that in line with our retention policy, copies of these will be removed from our internal systems when no longer necessary.
13. You agree that You will immediately notify Marsden Cloud on becoming aware of any unauthorised use of all or any of the Services and/or Your control panel.
14. Marsden Cloud reserves the right to terminate immediately, in its sole discretion, the services, if We deem that a Customer is being abusive to Our staff. You will be responsible for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by Marsden Cloud (together 'Claims') arising therefrom and shall indemnify and hold Marsden Cloud harmless on demand for such Claims.

9. Data

1. All data created or stored by You within our applications and servers are Your property. We make no claim of ownership of any web server content, email content, or any other type of data contained within Your server space or within applications on servers owned by Us.
2. You are responsible for ensuring that you maintain adequate and up to date back up copies of all of Your data that You upload onto Our servers or build through Our tools. This should include, but not limited to all written content, images, photographs and screenshots of Your data. You are responsible for making backups of your data.
3. In the event of loss of or damage to Your data arising out of Your actions or actions undertaken on your behalf, We will not provide You with access to any data stored by Us for archiving or backup procedures except at our sole discretion.
4. In the event of loss of or damage to Your data, howsoever caused, We, in no circumstances, will be liable to recover Your data. We will not provide You with access to any data stored by Us for the purposes of Our own platform stability and business continuity.
5. In the event of loss of or damage to Your data relating to a failure in our systems or servers, We will make reasonable commercial efforts to assist You with restoring Your data. Notwithstanding this, however, You accept full responsibility for maintaining adequate backup copies of all Your data.

6. You shall indemnify Us and hold Us harmless against all damages, losses and expenses arising out of a third party claim of intellectual property infringement in respect of Your content, data or domains.
7. You acknowledge and agree that you are responsible for and will comply with all requirements regarding the collection, use, processing, storage, protection, disclosure, transfer and destruction of personal data, which is submitted by you as part of use of the Services. Where you submit any personal data relating to a third party as part of the Services, you must have the permission and/or a lawful basis to share that information with Us in connection with the Services. To the extent that We access or hold personal data which is submitted by you for use with the Services, the terms of the Our Data Processing Agreement, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms.

10. Liability

1. Marsden Cloud shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of these terms by You or any act, misrepresentation, error or omission made by You or on Your behalf. Marsden Cloud will not be liable for any damages, subject to specific laws.
2. Marsden Cloud will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with these terms or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.
3. No matter how many claims are made and whatever the basis of such claims, Marsden Cloud' maximum aggregate liability to You under or in connection with these terms in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these terms) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the services in relation to which Your claim arises during the 12 month period prior to such claim.
4. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Marsden Cloud, its employees or its sub-contractors.
5. Marsden Cloud shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-
 1. interruptions to the flow of data to or from the internet;
 2. changes, updates or repairs to the network or software which it uses as a platform to provide the services;
 3. the effects of the failure or interruption of services provided by third parties;
 4. factors outside of Marsden Cloud' reasonable control;

5. Your actions or omissions (including, without limitation, breach of Your obligations set out in these terms) or those of any third parties;
6. problems with Your equipment and/or third party equipment;
7. Interruptions to the services requested by You.

11. Confidentiality

1. Each party agrees that it will keep confidential and will not (whether directly or indirectly) disclose, use, copy or modify any confidential information belonging to the other without the prior written consent of the other except to such persons and to such extent as may be strictly necessary for the performance of the Agreement. In this clause, 'confidential information' means all information of a confidential nature that a party has or acquires (whether directly or indirectly) including the other party's know-how, trade secrets, plans, developments, financial, commercial, technical, tactical, strategic, marketing, operations, customer or product information, personnel information, any information agreed to be or marked as confidential, any other information a party knows, or could be reasonably expected to know, is confidential and any other such information related to or concerning a party's business.
2. The provisions of clause 11.1 do not apply to Confidential Information which is or becomes public knowledge (otherwise than by breach of this clause) or was in the possession of the party concerned without restriction as to its disclosure before receiving it from the disclosing party; or is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; and nothing in this clause 11 prevents either party from disclosing any Information for a proper purpose to a public authority or any regulatory body, or to a court of law in the United Kingdom or elsewhere in legal proceedings, or to its senior management, its auditors, bankers, lawyers or other professional advisers.
3. This clause 11 shall survive the termination or expiry of our General Terms and Conditions for a period of five years.

12. Force Majeure

1. Marsden Cloud shall not be responsible for any event or sequence of events beyond Marsden Cloud reasonable control which prevents it from, or delays it in providing any services or performing any obligation under these terms including, but not limited to any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of Marsden Cloud (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm, epidemic, pandemic, energy outages or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

13. Non-waiver

1. The failure of Marsden Cloud to require Your performance of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by

Marsden Cloud of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

14. Survival

1. The provisions, terms, conditions, representations, warranties, covenants, and obligations contained in or imposed by these terms which by their performance after the termination of Your contract, shall be and remain enforceable notwithstanding termination of these terms for any reason. However, neither party shall be liable to the other for damages of any sort resulting solely from terminating Your contract in accordance with its terms but each party shall be liable for any damage from any breach by it of these terms.

15. Notice

1. You agree that any notice or communications required or permitted to be delivered under these terms by Marsden Cloud to You shall be deemed to have been given if delivered by e-mail, in accordance with the contact information You have provided.

16. Governing Law

1. Except as otherwise set forth in the Domain Dispute Policy, Your rights and obligations under these terms shall be governed by English law and You submit to the exclusive jurisdiction of the English Courts.

17. Assignment

1. You shall not assign, sub-license or transfer Your rights or obligations under these terms to any third party without the prior written consent of Marsden Cloud. However, in the event that Marsden Cloud consents to such an assignment, sub-license or transfer, then these terms shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

We may assign our obligations to a third party without Your consent or notice to you.

18. Entire Agreement

1. These terms constitute the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

19. Relationship of the parties

1. Nothing in these terms shall be construed as creating an agency relationship, partnership or joint venture between the parties.

20. Severability

1. In the event that any provision of these terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these terms unenforceable or invalid as a whole. Marsden Cloud will amend or replace such provision with one that is valid and enforceable and which achieves, to the

extent possible, the original objectives and intent of Marsden Cloud as reflected in the original provision.