# Virtual Private Server (VPS) Terms and Conditions

1. Subject of the Agreement

    1.1. The VPS is a Virtual Server with full administration rights. It requires sound knowledge of administering server systems.

    1.2. The service allows You to operate a single virtual server, with performance characteristics that depend on the server model chosen by You from Our range of models.

    1.3. Each server forms a standalone system with its own management and configuration, and is operated independently of Your other platforms.

2. Your Obligations

    2.1. As a server administrator, You are responsible for securing the server against unwanted attacks and manipulation by third parties.

    2.2. You alone are responsible for updating the operating systems and application software installed on the server at your own cost and risk.

    2.3. You are responsible for installing reliable security software and keeping it updated to prevent hackers from abusing insufficiently secured or "open" networks.

    2.4. You agree to configure your programs to automatically restart when the hardware or operating system restarts.

3. Our Obligations

    3.1. We shall provide the server with only our supported operating systems.

4. Our rights

    4.1. Access rights

        4.1.1.        Access to the server is limited to You and the persons You have authorised. We have no regular access to the content of Your virtual server. In particular, We have no administrative access to Your virtual server, other than the KVM console via the Control Panel.

        4.1.2.        In order to resolve technical incidents, We may remotely access the physical servers on which the server is located and, therefore, We may have access to Your content. In this case, suppliers shall only be permitted to perform the work that is required to resolve the incident.

    4.2. Access and Cancellation Rights

        4.2.1.        Cancellation of Contract after 6 Months of Disuse:
        We reserve the right to cancel the Virtual Private Server if You have not purchased or consumed any resources for a period of greater than six months.

        4.2.2.        Temporary Interruption of the Service
        VPS forms part of a complex hardware platform that manages all of the servers that share the

infrastructure. We reserve the right partially or completely interrupt provision of the service in the case of:

4.2.2.1. Excessive consumption of resources;

4.2.2.2. 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-infringing on the rights of third parties that share the infrastructure.

4.2.3. In such cases, We shall notify You so that You can resolve the issue in question. During this time, We will temporarily suspend provision of the service. Should the problem occur again after the service is restored We reserve the right to cancel Your server service without notice.

5. Fees

5.1. The contractual fee for VPS consists of a monthly basic fee that depends on the selected virtual server model and reflects the available vCPU performance and the amount of RAM and Storage space. This component is billed each month in advance.

5.2. The basic fee for the service is charged regardless of your actual use of the service and regardless of whether your server is switched on or off. There are also other components that are billed regardless of whether the server is switched on or off, for example additional IP addresses.

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

6.1. 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).

6.2. 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.

6.3. SLA claims may be made up to a maximum of one month's service fee in any calendar month.

6.4. 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.