

## **1. Supply of the Service**

1.1. Merula Ltd shall provide the Service(s) specified in the Service Specification Document(s) attached hereto to the Customer subject to the written Agreement (if any) between Merula Ltd and the Customer and these Conditions. Subject to the provisions in Clause 11.2 below, any changes or additions to the Service(s) or these Conditions must be confirmed in writing by both Merula Ltd and the Customer.

1.2. The Service(s) shall be provided in accordance with Merula Ltd's Acceptable Use Policy, description on Merula Ltd website or other promotional literature relating to the Service(s) in force from time to time, subject to these Conditions. Merula Ltd's current Acceptable Use Policy is annexed hereto.

1.3. Merula Ltd may correct any typographical errors or omissions in any website description, promotional literature, quotation or other document relating to the provision of the Service(s) without any liability from Merula Ltd to the Customer.

1.4. Merula Ltd may at any time without notifying the Customer make any changes to the Service(s) which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature and / or quality of the Service(s).

## **2. Charges**

2.1. Subject to any special terms agreed, the Customer shall pay Merula Ltd's Standard Charges and any additional sums which are agreed between Merula Ltd and the Customer for the provision of the Service(s) or which, in Merula Ltd's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of such or any other cause attributable to the Customer.

2.2. All charges quoted to the Customer for the provision of the Service(s) unless otherwise specified are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

2.3. All charges quoted to the Customer for the provision of the Service(s) are exclusive of any third party telecommunications charges. All telecommunication charges incurred by the Customer in connection with the use of his Merula Ltd account are at all times solely the responsibility of the Customer. Merula Ltd accepts neither responsibility nor liability nor will it indemnify the Customer for any such charges incurred.

2.4. Merula Ltd shall be entitled to invoice the Customer on the day or working day thereafter, on which the Customer places the order with Merula Ltd.

2.5. Any issues relating to invoices raised by Merula should be notified to ourselves in writing within 28 days. Merula can not be held liable for any issues raised after this time.

2.6. Merula Ltd's Standard Charges and any additional sums payable shall be paid by the Customer (together with any applicable Value Added Tax, and without any setoff or other deduction) within 7

days for personal users, 14 days for corporate customers and 30 days for authorised resellers of the date of Merula Ltd's invoice.

2.7. If payment is not made on the due date, Merula Ltd shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after judgement) at the rate of 4% above the base rate from time to time of HSBC Bank Plc from the due date until the outstanding amount is paid in full.

2.8. Merula Ltd shall be entitled at its own discretion and without limiting any other rights it may have to suspend or disconnect any service for which payment has not been received on or by the due date.

2.9. If any Customers account goes into an unreasonable overdue state Merula Limited reserve the right to contact a 3rd party Collections Agency to pursue and collect monies owing to us on our behalf. We also reserve the right that any extra costs/charges incurred for following this route will be added to the outstanding balance owing.

2.10. We have the right to ammend our standard charges without notice.

### **3. Warranties**

3.1. Merula Ltd warrants to the Customer that the Service(s) will be provided using reasonable care and skill and, as continuously as reasonably possible, at all times subject to routine and emergency maintenance and downtime occasioned by third parties or other reasons including malicious actions by third parties. Where Merula Ltd supplies in connection with the provision of the Service(s) any goods supplied by a third party, Merula Ltd does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Merula Ltd.

3.2. Merula Ltd shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any materials, equipment or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

3.3. Except in respect of death or personal injury caused by Merula Ltd's negligence, or as expressly provided in these Conditions, Merula Ltd shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Merula Ltd, its servants or agents or otherwise) which arise in connection with the provision of the Service(s) or their use by the Customer, and the entire liability of Merula Ltd under or in connection with the contract shall not exceed the amount of Merula Ltd's charges for the provision of the Service(s), except as expressly provided in these Conditions.

3.4. Merula Ltd shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Merula Ltd's obligations in

relation to the Service(s), if the delay or failure was due to any cause beyond Merula Ltd's reasonable control.

3.5. The Customer shall provide to Merula Ltd and keep up to date such Contact information that shall permit Merula Ltd to advise the Customer or its appointed representative of any circumstance that may affect the Service(s) provided and Merula Ltd shall in turn make every reasonable attempt to so inform the Customer within a reasonable time. Merula Ltd will take no responsibility for the failure of the Customer to receive such advice for whatever reason.

3.6 Under no circumstances shall merula be liable to you for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Merula is advised of the possibility of any such damages.

#### **4. Duration**

4.1. All services offered by Merula Ltd run for an initial term of one year or one month as agreed from the Commencement Date of the Agreement between Merula Ltd and the Customer.

4.2. Contracts for Merula Ltd's services shall remain in force for the initial term and thereafter until terminated by either party giving to the other not less than 60 days' written notice but shall be subject to earlier termination as hereinafter provided.

4.3. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

#### **5. Domain Names**

5.1. Domain names registered on the Customer's behalf are at no time the property of the Customer. The Customer, upon registration, merely receives the right of use of such name(s) as is pointed at the Customer's domain for such time as it is validly registered to the Customer. This provision is subject to such rules of the duly appointed Naming Committees/Organisations as are in force from time to time.

5.2. All third party costs arising from the registration of a domain name shall be met by the Customer and are payable to Merula Ltd before a formal application for registration is made.

5.3. Merula Ltd reserves the right to refuse to serve a domain name it is hosting if the Customer exceeds Merula Ltd's agreed credit terms. This right continues until payment is received and the account is settled in full to the satisfaction of Merula Ltd. This right extends to and includes releasing the domain name to either the Customer or a Third Party.

5.4. The Customer agrees to abide by and be subject to any Terms and Conditions that may from time to time be imposed by the duly appointed Naming Committees/Organisations for any Domain registered on behalf of the Customer.

5.5. Abuse complaints must be sent to [support@merula.net](mailto:support@merula.net). This in-box is regularly monitored and point (5) applies in expected response times.

#### **5.6. Complaints & Escalation Process:**

We like to think we get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. We can only improve on our services with valid feedback from you, our customers. If you wish to make a complaint about a service you have received, please submit an email to us at [customersupport@merula.net](mailto:customersupport@merula.net) including as much detail from the issue you have. We will acknowledge your complaint within 1 business day and aim to resolve any issues within 5 business days. If you're not happy with the initial outcome of your complaint, you can escalate your complaint to a manager/director by emailing [directors@merula.net](mailto:directors@merula.net).

You are also able to make a formal complaint about a registrar to Nominet (the .uk registry) here: <http://www.nominet.org.uk/disputes/complaining-about-registrar/complaints-procedure>

5.7 Nominet Terms and Conditions are available here: <http://www.nominet.org.uk/go/terms>

#### **6. Bandwidth Usage**

6.1. The Customer has agreed to limit its use of bandwidth to the amount specified (if any) in the Service Specification Document(s), being that amount ordered by the Customer.

6.2. If the Customer's average use of bandwidth exceeds the amount allotted to it under the terms of this Contract for a period of 24 hours then the Customer will be liable to Merula Ltd for the difference between the Charges due under the level of bandwidth used and that amount originally allotted to it under this Contract.

6.3. If the Customer's continued use of excessive bandwidth necessitates Merula Ltd's contracting with its own bandwidth suppliers for additional bandwidth, then the Customer will be charged by Merula Ltd at the higher rate for the bandwidth it uses.

#### **7. Reconnection**

7.1 Any Customer wishing to reconnect their cancelled services with Merula Ltd may do so upon payment of the relevant Cancellation Fee applicable from time to time and available upon request from Merula Ltd in order to cover the Administration costs involved in reconnecting the Customer.

#### **8. Data Protection and Customer Privacy**

8.1. Merula Ltd is committed to protecting the privacy and personal data of its customers. Both parties agree to comply with their respective obligations under the UK General Data Protection

Regulation (UK GDPR) and the Data Protection Act 2018 in relation to all personal data processed under this Agreement.

8.2. For the purposes of applicable data protection laws, Merula Ltd is the data controller of any personal data provided by the Customer in connection with the provision of the Service(s). Merula Ltd's Privacy Policy, which explains how data is processed and outlines the Customer's rights.

8.3. Merula Ltd may process personal data:

- to set up, deliver and support the Service(s);
- to invoice, manage accounts, and recover debt;
- to comply with applicable law;
- for internal analytics, service quality improvements, and fraud prevention;
- where necessary to protect its legitimate interests.

8.4. The Customer confirms it has obtained all necessary consents and lawful grounds to provide any personal data it shares with Merula Ltd and that Merula Ltd is entitled to process such data as required to perform the Agreement.

8.5. Merula Ltd may use trusted third-party service providers (sub-processors) to assist with service delivery, including hosting, billing, support, and communications. A list of current sub-processors is available upon request. Where data is transferred or stored outside the UK, Merula Ltd shall ensure appropriate safeguards are in place.

8.6. Merula Ltd shall implement appropriate technical and organisational security measures to protect personal data against unauthorised access, loss, destruction or alteration.

8.7. Customers have the right to:

- access their personal data;
- request correction or erasure;
- object to or restrict processing;
- request data portability (where applicable);
- lodge a complaint with the Information Commissioner's Office (ICO).

8.8. Merula Ltd shall retain customer data only for as long as necessary to fulfil the purposes of the Agreement or as required by law.

## 9. Content of Customer's Data

9.1. The Customer undertakes that the Customer's data (whether stored or sent over the Internet) will not contain anything obscene, offensive or defamatory and will conform at all times with Merula Ltd's Acceptable Use Policy. The Customer will indemnify Merula Ltd and keep Merula Ltd fully and effectively indemnified against all actions, proceedings, claims, demands, damages and costs (including all legal costs on a full indemnity basis) occasioned to Merula Ltd as a result of any breach of the said undertaking.

## 10. Acceptable Use Policy

10.1. Please refer to our separate [Acceptable Use Policy](#).

## 11. Term and Automatic Renewal

11.1. Each contract for the supply of Service(s) shall continue for an Initial Term as specified in the Service Specification or order confirmation.

11.2. At the end of the Initial Term, the Agreement shall automatically renew for a further period equal to the length of the Initial Term or 12 months, whichever is shorter (each an "Extended Term"), unless either party gives written notice of termination no later than 90 days before the end of the Initial Term or any Extended Term.

11.3. Where the Customer is a Small Business Customer (defined as a business with 10 or fewer employees), the Agreement shall continue after the Initial Term on a rolling basis, unless or until the Customer gives at least 30 days' written notice to terminate, such notice to expire no earlier than the end of the Initial Term.

11.4. Termination notices under this clause must be provided in writing.

## 12. Assignment and Transfer

12.1. Merula Ltd may assign, novate, or transfer any of its rights and/or obligations under this Agreement to:

- (a) any parent, subsidiary, or group company within its corporate group; or
- (b) any third party as part of a business transfer, merger, asset sale or reorganisation, provided that such entity is capable of performing Merula Ltd's obligations to a similar standard.

12.2. By continuing to use the Service(s) following such transfer, the Customer agrees to the substitution of the new provider in place of Merula Ltd for the purposes of this Agreement.

12.3. In the event of such a transfer, Merula Ltd shall provide the Customer with not less than 30 days' written notice, during which the Customer may object or terminate the Agreement without penalty.

12.4. Except as set out above, the Customer may not assign, transfer, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Merula Ltd.

## 13. General

13.1. These Conditions together with any terms set out in the Service Provision Document(s) and Agreement (if any) between Merula Ltd and the Customer and Merula Ltd's current Acceptable Use Policy constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to Clause 11.2 below, may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

13.2. Save as otherwise provided in Clauses 10.2 and 11.1 above these Conditions shall remain in force for the initial term of the agreement between Merula Ltd and the Customer. Upon renewal of the agreement Merula Ltd reserves the right to update, alter or amend these Terms and Conditions of Service as it sees fit to comply with any statutory, legislative and/or technical changes or to enhance and improve the services it offers to its customers and the efficiency of said services and for expediency. Upon such changes being made the renewal notice sent to the Customer shall draw the Customer's attention to the change(s) and the Customer shall then be entitled to decide whether to renew the Service on the new terms or exercise its right to terminate the Service(s) with Merula Ltd and continue on the existing terms until termination is effective.

13.3. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.4. No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.5. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.6. Any dispute arising under or in connection with these Conditions or the provision of the Service(s) shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party.

13.7. English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.