

Terms and Conditions

1 Definitions

- "Mercury1", "we", "us", "our" means Mercury1 Limited. Registered company #05825077, registered at 10th Floor One Canada Square, Canary Wharf, London, England, E14 5AA.
- "Customer", "Licensee", "you", "your" shall refer to the individual or entity, who has a valid license for Software and who, by signing below, accepts the terms of this Agreement.
- "Operating Platform" shall mean the operating system e.g. Windows XP, for which Software is licensed by Licensee.
- "Software" shall mean the Specified Product object code, interface header files, source implementation files as are licensed to Licensee by Mercury1, and associated media and printed materials, including any online or electronic documentation, whether printed, on disk, or contained in any other medium, and any future versions and derivatives developed by Mercury1 and supplied to Licensee. Software specifically excludes source code.
- "Service" means any service offered by Mercury1, including but not limited to support and hosting
- "User" shall mean the individual (i) employee, (ii) programmer, (iii) contractor, or (iv) other agent of Licensee who at any given time is permitted to see and/or use any portion of Software or Service.

2 Termination of Service, Warranty & Disclaimer

- Mercury1 reserves the right to block access to or terminate any service at any time, at our discretion
 - Whilst we have no intention of ever blocking access to a service, this may become necessary if payment is not received in a timely manner, our Acceptable Use Policy is breached, or a machine becomes the cause or target of any network attack, or other extenuating circumstances
- Mercury1 explicitly offers no warranty for any service, or guarantee that it is fit for a particular purpose
 - Whilst we offer no warranty, we do absolutely everything in our power to keep the service operating correctly and reliably. We will notify our customers of any scheduled maintenance in advance by email, and we will endeavour to keep down time for customers' services to an absolute minimum, except where it becomes necessary for the long-term benefit of the service and other users
- Mercury1 will not be responsible for and disclaims all liability for any claims, losses, including but not limited to direct, indirect, special, economic and consequential loss or damage (including but not limited to loss of profits, loss of revenue or loss of goodwill), whether in contract, negligence or other action arising out of or in connection with services provided by Mercury1

- Mercury1 reserves the right to vary these terms and conditions without notice
 - However, we will make every endeavour to give 30 days notice in the event of a change

3 Payment and cancellation policy

- Fees for ongoing services are payable quarterly in advance
- Mercury1's obligation to provide services shall not begin until, and shall only continue for as long as, the Licensee has submitted to Mercury1 full payment of all license, service, shipping, consulting, and other fees due
- Payment will be expected by the due date shown on the invoice, unless otherwise agreed by Mercury1 in writing in advance.
 - If the customer has agreed to pay by credit card, we will attempt to debit the card any time on or after the date payment is due.
 - If no payment is received by the date it is due, we will contact the customer in writing by email to request immediate payment.
 - If payment has not been received 14 days after the date it was due, we will contact the customer in writing again to request immediate payment.
 - If payment has still not been received 21 days after the date the payment was due, we will, at our discretion, block access to all services to which the customer has a subscription
- All fees paid are non-refundable, except in rare disputes where we may agree to refund unused fees on a pro-rata basis.
- Service agreements may be upgraded immediately on payment of the balance for the current quarter.
- Service agreements may be downgraded or cancelled with 2 weeks notice before the end of a quarterly period.

4 Support terms and conditions

- Subject to the limitations contained in this Agreement, Mercury1 shall provide the Licensee with technical support in the use of Software for a period as paid for in advance by the Licensee, at a rate set out in issued proposals and invoices
- Unless otherwise stated in the Licensee's proposal or invoice, individual support cases relating to issues within Software delivered by Mercury1 are not counted as additional charge support cases. Issues resulting from third party software, user error, or other external factors will be counted as additional charge support cases, at the rate set out in the proposal
- Any User accessing Technical Support agrees to the terms of this Agreement and any license agreement.
- Mercury1 retains title to Software in all forms whatsoever, unless explicitly agreed otherwise in writing
- All rights not expressly granted herein are reserved by Mercury1

- The terms of this Agreement supersede all prior technical support terms for Software

5 Acceptable Use Policy (AUP)

- The customer may not use, or permit use of any service for any purposes which contravenes the laws of the United Kingdom
- The customer may not offer for download, either publicly or privately, any of the following types of content through any service:
 - pornography
 - warez (i.e. illegally copied software)
 - copyright content in any format, including but not limited to media files (MP3s, WAVs, WMVs, MOVs, JPGs, GIFs etc.), for which the customer does not own the copyright, or does not have the copyright holder's permission
- The customer may not use, or permit use of any service for network abuse: the bulk sending of any kind of unsolicited network traffic, including but not limited to email, ICQ/AIM/MSN messages or newsgroup postings
- The customer may not use any service for the hosting or promotion of any software or services designed for network abuse
- The customer is entirely responsible for any activity conducted on any service, and must take steps to ensure that anyone to whom access is granted will not breach this AUP in turn
- The customer agrees by subscribing to a service, that the customer will fully indemnify us against any claims for loss or damage by any third party in respect of activities conducted on any service under the customer's control

6 Data Protection policy

We take the security of our websites and your data extremely seriously.

It is our policy to respect the privacy of all private communication. In addition, any information that we collect and hold during the course of business, or through the use of our website and any related services, will always be processed in adherence to UK Data Protection Legislation which, from 25 May 2018, includes EU Regulation 2016/678 General Data Protection Regulation ('GDPR').

Information provided to Mercury1 by clients during the course of business and in our contractual provision of services will always be collected and stored digitally, confidentially and securely, and in accordance with our Privacy Policy.

Data protection compliance with respect to your customers and/or clients is the responsibility of you as data controllers. We will only process data collected and stored by you during the use of Mercury1-built applications in strict adherence to any GDPR-compliant Data Processing Agreements between us.

By engaging Mercury1 in any capacity the customer is deemed to have understood and accepted these terms.



Mrs Natalie Haigh, Director



Mr Phil Haigh, Director