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müüven



**LOCK IT
DOWN**

Sign Your Life Away

**CLOSE YOUR
EYES & SIGN**

Who Actually Reads the Small Print?

**TERMS &
CONDITIONS**

*All the Legal Gumpf which
Protects You And Us*



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TERMS & CONDITIONS

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GENERAL SECTION 1

1. Terms applicable to all contracts

1.1 The terms & conditions in this and the following sections where appropriate shall be applicable to each contract for maintenance and/or support, software, and/or Network/Third Party Software, hosting and/or email management entered into between Muven Ltd ("the Company") and the Customer.

1.2 All quotations given and contracts of maintenance made by the Company shall be deemed to incorporate the terms hereof which shall take the place of any other terms and conditions contained in any purchase order or any other document or communications for the customer.

1.3 No other agreement or understanding of any kind shall form part of or operate as a waiver to this agreement unless expressly accepted by the Company in writing and signed by Jai Taylor and/or Lindsay Taylor of the Company.

1.4 These terms and conditions and the Contract to which they apply shall, in all respects, apply to any further services which may be added to the customer's contract.

2. Definitions

"The Agreement" shall mean the Agreement for maintenance and/or support, software, and/or Network/Third Party Software, hosting and/or email management to which these Terms and Conditions apply.

"The Equipment" shall mean The Hardware and/or Software and/or Network/Third Party Software as hereafter defined.

"The Hardware" shall mean the hardware referred to in the "Hardware Schedule" or listed on Muven invoice.

"The Software" shall mean the software referred to in the "Software Schedule" or listed on Muven invoice.

"The Network/Third Party Software" shall mean the hardware referred to in the "Network Software/Third Party Schedule" or listed on Muven invoice.

"The Basic Charge" shall mean the annual charge applicable to the Agreement.

"Standard Charges" shall mean the charges normally made by the Company from time to time.

"Premises" – Equipment locations as stated in the Schedule or on the Muven invoice.

3. Period of Supply of Services

The service period of this Agreement, subject to the provision of Clause 14 hereof, will continue in force for an initial period of one year (for Server Use clients) and one month (for Software and Design Retainer clients) continuing thereafter until terminated by either party giving the other not less than one month written notice, such notice to take effect at the expiration of the initial period.

4. Support Availability

4.1. Support will be available between 9:00 am and 5:30 pm either over the phone or via email, Monday to Friday.

4.2. Support availability excludes bank and other public holidays in England and the period from 24th December to 1st January inclusive.

4.3. Support may also not be available for up to 5 concurrent Working Days with no prior warning given in exceptional circumstances without any compensation.

4.4. Any service which the Company is required to provide at the Customer's request outside those hours will be invoiced at the Company's then Standard Charges.

4.5 The Company will use its best endeavours to provide service within 1 working day (24 hours) of support request.

5. Security

5.1 The Company shall use its best endeavours to keep confidential any information disclosed to it by the Customer relative to the Customer's business or to the business of any client of the Customer and shall not disclose the same to any third party other than those employees of the Company whose province it is to know the same. Where replaced components carry data, all best endeavours will be taken to delete such data.

5.2 The Company shall use its best endeavours to ensure that other information whether confidential or otherwise relating to the Customers business or to the business of any client of the Customer which comes to the knowledge of the Company or any of its employees shall be treated as confidential and shall not be disclosed to any third party.

5.3 The Customer shall be solely responsible for the security of confidential information during such times as the Company's employees, agents or sub-contractors are on the Premises for the purpose of carrying out the Company's obligations hereunder.

6. Customer Care

The Customer shall:

6.1 Use the Equipment correctly in accordance with the manufacturer's operating manuals and with such operating supplies as are in accordance therewith and promptly and regularly carry out all the operator's maintenance routines (if any) as set out therein;

6.2 Not allow any person other than the Company's personnel to adjust, repair or maintain the Equipment except for the operator's maintenance routines (if any) as specified in 8.1 above;

7. Support Agreement

7.1 Clarks Cloud – Support time via telephone and email that is included in your Software Licence as long as the support relates to:

7.1.1 The Clarks Cloud Software

7.1.2 Portal Feeds (The Import and Export of property data)

7.1.3 Our Property API

7.1.4 Screen Displays Software

7.1.5 Social Media Feeds

7.2 Hosting – Support time via telephone and email that is included in your hosting contract as long as the support relates to:

7.2.1 Website downtime – If your website hosting goes down, we will take responsibility for reinstating it.

7.2.2 Email downtime – If your email hosting goes down, we will take responsibility for reinstating it.

7.3 Support time that is not covered by the the Company or Support Licence(s) which will be charged at our standard hourly rate.

7.3.1. Customer hardware, Examples including but not limited to:

7.3.1.1. Computers and Monitors

7.3.1.2. Servers and Printers

7.3.1.3. Tablets and Phones

7.3.2. Customer third party software, Examples Including but not limited to:

7.3.2.1. Microsoft Suite (Word, Outlook, Excel, etc.)

7.3.2.2. Microsoft Edge, Google Chrome, Firefox, etc.

7.3.3. Customer Internet Access

7.3.4. Website amendments, alterations and development.

7.3.5. Virus/Cyber Attacks/Unauthorised Access – Refer to Section 3, Server Use, Website Hosting.

8. Access to Equipment

The Customer shall allow the Company's personnel to have full and free access to the Equipment at all reasonable times in order to carry out maintenance services which the Company is liable to perform hereunder.

9. Adequate Facilities

The Customer shall provide adequate facilities to allow The Company's personnel to perform their tasks. This includes but is not limited to the provision of ample power supplies, heating and/or air conditioning, adequate security both for the Companies staff and its equipment.

10. Risk

The Equipment shall at all times be at the risk of the Customer.

11. The Company's Liability

In no event shall Muven Ltd, its directors, officers, shareholders, employees, third party providers, agents or advisors ("associated persons") be liable to you or any other person or entity for any direct, indirect, exemplary, special, incidental, consequential or punitive damages, including loss of income, loss of profits, loss of anticipated sales, loss of opportunities, business interruption, failure to realise unexpected savings, damage to property, claims of third parties, loss of goodwill, use, data or other intangible losses or other economic or personal loss arising from or in connection with: (i) your use of or reliance on any information provided by us on our software, services or stated in our documentation; (ii) your use of or inability to use our software or services; (iii) your violations of trademark infringement or other intellectual property rights; (iv) any failure of performance of our software or services, whether related to error, omission, interruption, defect, delay in operation or transmission, computer viruses or line failure; (v) the unauthorised use of your account and password by any person; (vi) any third party content or hyperlinked sites; (vii) your user content or information that you transmitted or shared through or in connection with our services; or (viii) any other matters relating to our software, services and documentation, whether based in contract, negligence, strict liability, fundamental breach, failure of essential purpose or otherwise, whether or not we had any knowledge, actual or constructive, that you might incur such damages. The limitations on Muven Ltd's liability or the liability of associated persons to you in this section shall apply whether or not Muven Ltd or such associated persons have been advised or should have been aware of the possibility of any such losses arising.

12. The Customer Liability

12.1 The Customer shall at all times comply with all Health and Safety requirements and with all rules and regulations and other requirements imposed by any competent authority. The Company shall not be liable for any damage to the Equipment or for any losses, costs or expenses whatsoever arising out of any failure by the Customer so to do.

12.2 The Customer shall not during the contract term of or for a period of 6 months from the date of termination of this Agreement howsoever caused employ, solicit, or otherwise endeavour to employ any employees of the Company who have provided services to the Customer unless the Customer has contacted both Jai Taylor and Lindsay Taylor in writing prior to any offer being made and that both Jai Taylor and Lindsay Taylor have given their permission in writing for this offer to be put forward to their employee or employees.

13. Force Majeure

Any failure by the Company to perform any of its obligations hereunder for any cause beyond reasonable control (e.g. adverse weather, traffic conditions, telecommunications issues, internet or power issues.) of the Company shall not be deemed to be a breach of the Agreement by the Company.

14. Bankruptcy

If either the Company or the Customer commits an act of bankruptcy or goes or is put into liquidation (other than solely for amalgamation or reconstruction) or if a Receiver is appointed over any part of the Company's or Customer's business or if the Company or Customer suffers the seizure of any property for non-payment of any debt, then the other party may regard any such circumstances as grounds for immediately terminating the Agreement without notice.

15. Termination

15.1 The Company may, by giving thirty (30) days notice in writing to the Customer, terminate the Agreement (without prejudice to its rights to recover any sum due by the Customer to the Company) if either:

- (i) any payment by the Customer shall be more than fourteen (14) days in arrears; or
- (ii) the Customer shall commit any other breach of the Agreement and shall not remedy the same within seven (7) days written notice given by the Company to the Customer requiring such remedy.

and on such termination the Company shall have no liability to repay to the Customer any sums paid or any part thereof.

15.2 The Customer may, by giving thirty (30) days notice in writing to the Company, terminate the Agreement if:

- (i) The Company shall commit any material breach of the Agreement and shall not remedy the same within thirty (30) days of written notice given to the Company requiring such remedy;
- (ii) The Company shall increase its Basic Charges and these shall not be acceptable to the Customer;
- (iii) The Customer ceases trading or wishes to transfer services to an alternative provider.

and if the Customer terminates this Agreement under the provisions of 15.2 (i) then a proportionate part of any sums paid by the Customer to the Company which relate to any period following the date of termination shall be repaid by the Company.

16. Assignment

The benefits and obligations of this Contract shall not be assigned by the Customer without prior written consent of the Company.

17. Notices

Any notice, request or other communications by either party to the other as provided for herein shall be given in writing and shall be deemed given on the earlier of the dates on which same is:

- (a) Actually received and acknowledged by the addressees;

or

- (b) Three (3) days after postage by registered letter post and sent to the addressee at its address stated in this Agreement or such addresses as may be notified in writing from time to time by one party to the other as an alternative address for service of notices hereunder.

18. Proper Law

18.1 This Agreement and these Terms and Conditions shall be subject to and construed in accordance with English Law and both the Company and the Customer agree to accept the jurisdiction of the English Courts.

18.2 The captions, titles and sub-headings to these Terms and Conditions are inserted for convenience only and shall not be considered in interpreting or construing of the provisions hereof.

19. Charges & Payment Policies

19.1 The Basic charge will be invoiced monthly in arrears and be paid by direct debit (unless otherwise agreed) and is a precondition to the Company's liability hereunder. Any other charges under this Agreement will be invoiced by the Company to the Customer and payment shall be made within 14 days of the date of invoice (unless otherwise agreed). Charges are exclusive of VAT and any other like taxes which will be payable by the Customer at the rate ruling at the tax points. The Company reserve the right to charge a late payment fee if the account falls more than 2 months in arrears and to immediately suspend the facility and services to the client until the outstanding charge is processed successfully. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request. If subsequently requested to resume servicing of the equipment may at its option request that the equipment be fully overhauled at the User's entire expense before commencing maintenance of the equipment under this or any other subsequent agreement.

19.2 The Basic Charge will be paid by the Customer to the Company in one instalment as specified on the Muven invoice. The payment will include all VAT or other taxes applicable to the entire period of the maintenance.

19.3 Muven Ltd reserves the right to change prices of accounts or services after each anniversary of the commencement date upon (90) days prior written notice, although all pricing is guaranteed for the period of any prepayment. Payment is due within 14 days of the date of invoice. Customers will automatically be charged again at the end of their period unless closure notification has already been given in writing 30 days prior to the date of renewal.

19.4 If the Company personnel are called to the Premises and the Company considers in its reasonable opinion that there is no good reason for the requesting such service, the Company will impose Standard Charges for all time and travelling expenses spent by the Company's personnel as a result of the call and travelling to and from the Premises.

19.5 All invoices will be sent directly to customers via email.

19.6 All payment is in UK sterling.

20. Cancellation and refunds

Muven Ltd reserves the right to cancel the service at any time subject to the conditions set out in the termination clause (15). In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Muven terms of service a refund will not be issued in the event of a cancellation.

Fees charged on a prepay basis are non-refundable. Once the initial trial period has expired customers are not entitled to receive a refund unless the service is cancelled by Muven Ltd. In addition some accounts incur set-up fees, these charges are also non-refundable.

Customers are required to give written confirmation 30 days prior to the cancellation the services provided to them by Muven Ltd or any of Muven Ltd third party providers.

21. Indemnification

Customer agrees that it shall defend, indemnify, save and hold Muven Ltd harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Muven Ltd, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Muven Ltd against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Muven Ltd server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Muven Ltd server.

22. Warranty Disclaimers and Liability Limitations

Muven software, and any and all accompanying software, files, data and materials, are distributed And provided "as is" and with no warranties of any kind, whether express or implied. In particular, there is no warranty for virus scanning, Muven software does not scan for viruses. You acknowledge that good data processing procedure dictates that any program, including Muven software, must be thoroughly tested with non-critical data before there is any reliance on it, and you hereby assume the entire risk of all use of the copies of Muven software covered by this Licence. This disclaimer of warranty constitutes an essential part of this Licence.

Any liability of Muven will be limited exclusively to Refund of purchase price. In addition, in no event shall Muven, or its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organisations, be liable for any indirect, incidental, consequential, or punitive damages whatsoever relating to the use of Muven software, or to your relationship with Muven.

In addition, in no event does Muven authorise you or anyone else to use Muven software in applications or systems where Muven software's failure to perform can reasonably be expected to result in a significant physical injury, or in loss of life. Any such use is entirely at your own risk, and you agree to hold Muven harmless from any and all claims or Losses relating to such unauthorised use.

23. Disclaimer

Muven Ltd will not be responsible for any damages your business may suffer. Muven Ltd makes no warranties of any kind, expressed or implied for services we provide. Muven Ltd disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by Muven Ltd and its employees. Muven Ltd reserves the right to revise its policies at any time.

Please note: by agreeing to use any of our services you agree to be bound by all Muven Ltd terms and conditions.

24. Additional Provisions

The validity and enforceability of this agreement will be interpreted in accordance with English laws and practice. Muven Ltd reserve the right to make modifications or additions to these terms as necessary. Clients may submit written objections to these changes within a period of 30 days from the date they are notified of the changes.

If we must retain lawyers to collect our invoices, we will be entitled to reasonable legal fees, court costs, and interest at the maximum rate permitted by law.

SOFTWARE LICENCE AGREEMENT SECTION 2

1. Your Agreement to this Licence

You should carefully read the following terms and conditions before using, installing or distributing this software. Unless you have a different Licence agreement signed by Muven Ltd ("Muven") your use, distribution, or installation of Muven software indicates your acceptance of these Terms & Conditions and of the Software Licence ("Licence").

If you do not agree to all of the terms and conditions of this Licence, then:

(a) do not copy, install, distribute or use any copy of Muven software with which this Licence is included, and

(b) in addition, if you paid Muven or an authorised Muven reseller for a package consisting of one or more copies of Muven software, you may return the complete package unused, within thirty (30) days after purchase, for a full refund of your payment.

The terms and conditions of this Licence describe the permitted use and user(s) of each Licenced Copy of Muven software. For purposes of this Licence, if you have a valid single-copy Licence, you have the right to use a single "Licenced Copy" of Muven software; if you or your organisation has a valid multi-user Licence, then you or your organisation have/has the right to use up to a number of "Licenced Copies" of Muven software equal to the number of copies indicated in the invoice issued by Muven when granting the Licence.

2. Scope of Licence

Each Licenced Copy of Muven software may either be used by a single person who uses the software personally on one or more computers, or installed on a single workstation used non-simultaneously by multiple people, but not both. This is not a concurrent use Licence.

Each Licenced Copy may be accessed through a network, provided that you have purchased rights to use a Licenced Copy for each workstation that will access Muven software through the network. For instance, if 8 different workstations will access Muven software on the network, you must purchase rights to use 8 Licenced Copies of Muven software, regardless of whether the 8 workstations will access Muven software at different times or concurrently.

All rights of any kind in Muven software which are not expressly granted in this Licence are entirely and exclusively reserved to and by Muven. You may not rent, lease, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on, Muven software, nor permit anyone else to do so. You may not make access to Muven software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.

Each branch is required to have its own Licence, Licences cannot be shared between branches. A branch is defined as a physical office or a virtual office with its own feeds independent of other branches. For example, if an agent has 3 areas operating from one physical office, with each area feeding their properties separately, this would require 3 branch Licences.

3. General

This Licence is the complete statement of the agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements. This Licence shall be governed by the laws of the United Kingdom. Exclusive jurisdiction and venue for all matters relating to this Licence shall be in courts and fora located in the United Kingdom, and you consent to such jurisdiction and venue. There are no third party beneficiaries of any promises, obligations or representations made by Muven herein. Any waiver by Muven of any violation of this Licence by you shall not constitute, nor contribute to, a waiver by larks of any other or future violation of the same provision, or any other provision, of this Licence.

4. Customer responsibilities

4.1. Users must make sure that:

- 4.1.1. Their password(s) is secure and known only by them and must not be shared with anyone within or outside of their company.
- 4.1.2. They report any issues, bugs, glitches and security flaws found with the site within a timely manner.
- 4.1.3. They don't log in to the site on a non-secure computer or network.

4.2. Branch and Agent Managers must make sure that:

- 4.2.1. They manage the settings of the agent or branch and users on the site.
- 4.2.2. They deactivate any user accounts that are no longer employees of their company or that should not have access to the site.
- 4.2.3. They don't ask for another user's password within or outside of their company.

5. Software Updates, Maintenance and Downtime

5.1. We will update the site on occasion to add new features, fix bugs and improve the overall experience.

5.2. We will try to update the site with minimal system downtime.

5.3. We will endeavour to perform any maintenance that will cause downtime, outside of normal operating hours.

5.4. Emergency updates for maintenance or security reasons will be performed at any time regardless of the downtime involved.

5.5. If for whatever reason the site breaks/fails we will endeavour to reinstate within 48 hours (2 working days).

6. Customisations

- 6.1 The Company accepts requests for new software features and amendments to existing ones.
- 6.2 Any request submitted to The Company will come with no monetary return or reward.
- 6.3 The Company have full creative control over which features are added, meaning The Company can reject requests, add a new feature at any time in the future, add the feature onto any software plan including one that the Customer is not on, add the feature as an upcharge feature and customise the request in any way that best suits The Software.
- 6.4 Any customisation requests may be charged at the standard hourly rate, a quote will be given in advance.
- 6.5 Maintenance and upgrades of the requested features are at The Company's discretion.

7. Misuse

- 7.1. Users must not attempt to access the site or any data on the site without permission or a Software Licence from the Company.
- 7.2. Users must not attempt to access or change any data stored on the site that is not owned by their company.
- 7.3. Users must not attempt to access or change any configuration settings without permission from the Company.
- 7.4. Users must not attempt to access any other user login that is not their own.

8. Restrictions

- 8.1. You may not access the Service if you are a direct competitor of Muven Ltd, except with prior written consent from the Company.
- 8.2. Any user accounts on Clarks Cloud must be assigned to an employee of the company and cannot be a generic account that any staff member can log in without prior written consent from Muven Ltd.

9. Data Storage

9.1. The data entered by the Customer will remain theirs, for the Company to store, however, they will grant the Company a non-exclusive, royalty-free and worldwide licence to host, use, distribute, modify (with one of the Customer's staff members consent), copy and publicly display their content.

They can end this licence at any time by deleting their content or closing the account with the Company. The Customer must be aware that, for technical reasons, any content deleted may persist for a limited period of time in the Company's database backups.

9.2. All data stored will remain non-public unless:

9.2.1. A property is set to published. On publication of a property, the details and media items are made public and will be fed to any of the portals and website set up with a data feed. Please note, for privacy reasons, not all data attached to a property will be uploaded e.g. Vendor contact details, property history, matches etc.

9.2.2. The file, document or data is written into or uploaded to the "Events Correspondences" section where the files, documents or data is publicly stored without password or encryption protection at any time. The only form of security of any files, documents or data hosted is their file name or UUID link (Security by Obscurity). The site should never be used to store private/confidential documentation such as passports, driving Licences, national insurance details, payslips etc.

9.2.3. A user sends the data out from the system via SMS or Email.

9.3. The Company can not be responsible for the security of data that is not stored solely on the site.

9.4. The Company will perform daily backups of all data stored in the site's database so that in the event of corruption of data or server failure etc. the service can be restored to the date of the last available backup. The backups cannot be used to recover deliberate or accidentally deleted data.

9.5. All data is stored on servers within the UK or EU.

10. Fair Use Policy

10.1 Data Storage - We monitor the volume of storage used by Clarks Cloud. Only customers that consistently store exceptionally high volumes over a sustained period of time will be affected by this Fair Use Policy.

If the total volume per agent exceeds 100GB, per branch, we will investigate the possible reasons and may contact you to discuss either:

- a) reducing that volume;
- b) an additional charge; or
- c) a combination of both.

10.2 Data Transfer - We monitor the volume of data transferred when using our API or media storage server. Only customers that consistently generate exceptionally high volumes over a sustained period of time will be affected by this Fair Use Policy.

If the total volume per branch exceeds 30GB, per feed, per month, we will investigate the possible reasons and may contact you to discuss either:

- a) reducing that volume;
- b) an additional charge; or
- c) a combination of both.

SERVER USE (WEB HOSTING & EMAIL)

SECTION 3

1. Muven Ltd do not provide web-hosting services. Sites and email management will be hosted by one of our preferred web-hosting suppliers.

2. Muven Ltd reserves the right to refuse service and /or access to its servers to anyone. Muven Ltd do not allow any of the following content to be stored on its servers:

2.1. Illegal Material – This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any British laws or regulations.

2.2. Adult Material – Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of “adult material” is left entirely to the discretion of Muven Ltd.

2.3. Warez – Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide “links to” or “how to” information about such material.

3. Support

We will endeavour to provide a continuous high quality service. If you experience problems with your service, you should consult your technical documentation to try and resolve the issue, if that fails contact your systems administrator and if that fails to resolve your problem, you can contact our help desk on 01344 872871 option 2 between 9am and 5:30 pm Monday to Friday excluding Bank Holidays.

Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services.

4. Reselling of Services

All accounts other than our Reseller Accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties.

Web hosting services are defined as allowing a separate, third party to host content on the owner’s web site. Exceptions to this include ad banners, classified ads, and personal ads.

5. Scope of Services / Use / Licence

All rights of any kind in Muven Ltd software, code or routines which are not expressly granted in this Licence are entirely and exclusively reserved to and by Muven Ltd. You may not rent, lease, copy, distribute, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on Muven Ltd software, code or routines, nor permit anyone else to do so. You may not make access to Muven Ltd software, code or routines available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.

6. Unlimited Use Policy

High bandwidth usage: Muven Ltd may find a customer to be using server resources to such an extent that he or she may jeopardise server performance and resources for other customers. In such instances, Muven Ltd reserves the right to impose the High Resource User Policy for the consideration of all customers.

7. High Resource Use Policy

Resources are defined as bandwidth, processor utilisation or disk space. Muven Ltd may implement the following policy to its sole discretion:

7.1. When a website is found to be monopolising the resources available Muven Ltd reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Muven Ltd continues hosting the website for an additional fee.

8. Domain Name Registration and Renewals

8.1. Muven Ltd or the web-hosting company accepted no ongoing responsibility for re-registering the name or otherwise ensuring that it remains in force.

8.2. Muven Ltd or the web-hosting company do not accept responsibility for any rights breaches caused by the registration in any form whatsoever or howsoever caused.

9. Virus Scanning of Emails

In particular, there is no warranty for virus scanning feature. If this feature is enabled on the customers email management no guarantees whatsoever are given for the feature to work or give protection against computer viruses howsoever introduced into the system. (It simply runs external programs that claim to perform this function.) Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the program. This disclaimer of warranty constitutes an essential part of the agreement.

10. Website Hosting – Virus/Cyber Attacks/Unauthorised Access

If we are hosting your website via one of our preferred 3rd party providers, the hosting fee is for rental space & minor support/enquiries. Any problems requiring significant time to investigate or rectify will be charged at our hourly rate. Please also note that no refunds will be given for any downtime in services, as although rare, these events can and do occur if for example, the hosting provider are undertaking essential maintenance work. Whether we host your site on our preferred partners site or your hosting is with another 3rd party, we cannot be held responsible for any virus’s attacking your site. Whilst we take measures to safeguard your site, it is something that can still happen. We will charge at our hourly rate to clean, recover and restore any website attacked by a virus or having been accessed by an unauthorised person or persons or by an automated system.

13. Maintenance Fee

Muven Ltd will charge an annual fee to cover ongoing maintenance & security updates to your site as & when needed. The cost of this will be dependent upon the size and complexity of the website in question and the level of updates required by the client.

**GDPR
SECTION 4**

GDPR – Moven Ltd’s Data Protection Officer is Lindsay Taylor.

1. By agreeing to these terms, the Customer consents to the Company storing & processing their data to enable the working relationship. The Company are not responsible for ensuring the Customer’s business and or website is GDPR compliant. It is the Customer’s responsibility to gain their client’s consent and anyone providing data to their business, to share their data with third parties (in this instance, Moven Ltd) prior to sharing such data. The Company will have access to such data for the purpose of managing various services for the Customers including but not limited to; software, website, social media accounts and email marketing services.
2. Any such data received by the Company will be securely stored. If the Customer grants the Company access to manage their email accounts via Namesco or Fasthosts, they must be aware that the Company will have access to their inboxes.
3. The Company will only act on the written instructions of the Customer (unless required by law to act without such instructions) and will only use any data provided for the purposes outlined in these terms. Please refer to the Company’s website (www.clarkscomputers.co.uk) to review the Privacy Policy for more information on how the Company stores, processes and protects the Customer’s data.
4. The Company agrees to take appropriate measures to ensure the security of the processing and any data received. The Company will assist the Customer in meeting their GDPR obligations in relation to the security of processing and the notification of personal data breaches.
5. The Company agrees to return or destroy any data received upon termination of the contract by either party. The Company will only engage a sub-processor with the prior written consent of the Customer. Nothing within this contract relieves the Customer of its own direct responsibilities and liabilities under the GDPR.

Company:

Individual:

Signature

Date