

Natdata Ltd Online backup service Terms and conditions of use.

In this document, the terms “the company” “us” “ourselves” mean Natdata Ltd and the terms “personal”, “you”, “your” mean the owner of the PC or server and/or any other individual who uses that machine for any purpose whatsoever. “Service” means the online backup service provided by Natdata Ltd.

- 1) The company will take all reasonable precautions to ensure that data held on its servers is secure from theft, loss, or damage both in transit (over the internet) and once stored on its servers.
- 2) In the event that you require to recover your data from our servers the company will make reasonable efforts to get your data to you within 24 hours, either by email, on CD or DVD, or via a direct transfer using the File Transfer Protocol. In most circumstances the company will deliver your data either via email or to your door (on CD or DVD). This service will be free of charge.
- 3) The company warrants that the Service will perform substantially in accordance with any claims made by the company on its website, in correspondence or on any literature the company produces for the duration of your use of the Service.
- 4) If any failure of the Product or Service has resulted from abuse, misapplication, or unauthorized use, any limited warranty provided by these terms and conditions is and shall be null and void.
- 5) If the Service fails to perform as promised in these Terms and Conditions, your sole and exclusive remedy shall be the return of fees paid for use of the Service during the period for which the Service failed to perform as promised, excepting where the company is proven negligent in keeping your data secure in which case the liability cannot exceed the sum of £5000.
- 6) Under no circumstances will the company be liable for data that was never sent by you, using the service, to the backup server. You are responsible for checking that the output of the backup run contains no errors or omissions that may result in your loss of data.
- 7) You are responsible for the consequences of any and all usage of the Service. The company will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and however caused, whether arising under contract, tort or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if the possibility of such has been advised to ourselves.
- 8) You agree not to send data to our servers that is or may be illegal or offensive in nature. This is to include but is not limited to, pornographic material, racist material, material that you do not have required permission to store in an electronic format or material that is in breach of any copyright.
- 9) The company reserves the right to vary these terms and conditions at any time and for any reason it sees fit. Any such variations will be posted to the companies website and the company will

also endeavour to notify each user by email.

- 10) Neither party shall be liable for any failure or delay in performance of this agreement, which is caused by circumstances beyond the reasonable control of that party including but not limited to acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the Internet.
- 11) The company reserves the right to terminate this agreement at any time for any reason that it sees fit. Should this happen you will not be liable for any fees accrued but uninvoiced at that time.
- 12) You may terminate this agreement at any time, you will only be billed for the time you have used the service up until you notify us of cancellation.
- 13) The company will invoice quarterly in arrears and payment is due within 10 days of invoice date.
- 14) This Agreement will be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 15) By using the service you agree to be bound by these terms and conditions.