

Safe Data Storage Terms of Service

These terms of service ("Terms") are a legal agreement between you, either an individual or a single legal entity, and the entity identified in Section 1 that operates as Safe Data Storage Ltd ("SDSL"). These Terms govern your use of any SDSL online services ("Services"), the SDSL website ("Site"), the client software distributed with this Agreement and any other software provided by SDSL, including any updates and any accompanying documentation ("Software"). Collectively, the Software, the Site and the Services may be referred to as the "Products." By clicking the "I AGREE" or similar button, or using any Products, you agree to these Terms and the SDSL Privacy Policy mentioned in Section 4 below. If you do not agree to these Terms or the Privacy Policy, then do not click the button indicating your acceptance and do not use the Products. If you agree to these Terms on behalf of a legal entity, you represent that you have the authority to bind that legal entity to these Terms.

1. Contracting entity

You are contracting with Safe Data Storage Ltd, Eastern House, Clarence Court, Orpington, BR6 7LZ. Company Registration no.5007240.

2. Accounts and fees

You must register with SDSL to use the Services, and you agree to keep your registration information accurate, complete and up-to-date as long as you continue to use the Services. If you sign-up for a Trial Account, you agree to pay the fixed subscription and variable usage-based fees if you agree to continue with the service after the 30 days trial expires. If you exceed any quota allocated to your account, you agree that SDSL may restrict your ability to backup further data until you reduce your storage usage or agree to increase your account with a higher quota or no quota at all. If you use a credit card for payment, you authorise SDSL to automatically renew your subscription and charge the then-current renewal fees to the credit card associated with your account unless you notify SDSL 30 days before expiration of your current subscription that you do not want to renew.

Partners understand that if using a Business Client/Multi User that a minimum charge of £2.00 + VAT per client per month will incur if a client account is less than 10GB of storage. As an alternative the Single User client can be used where no additional costs for licenses incur only data charges.

If paying by direct debit, please note that Safe Data Storage Ltd has appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited (www.eazycollect.co.uk), to collect your payments. **Safe Data Storage** will be shown on your bank statement for these direct debit payments.www.eazycollect.co.uk

3. Passwords and security

You are responsible for keeping your passwords secure, and you agree not to disclose your passwords to any third party. You are solely responsible for any activity that occurs under your user names and accounts, including any sub-accounts. If you lose your passwords or the encryption keys for your accounts, you may not be able to access your backup data. You must notify SDSL immediately of any unauthorised use of your accounts or any other security breach related to the Service. If SDSL determines that a security breach has occurred or is likely to occur, SDSL may suspend your accounts and require you to change your user names and passwords.

4. Use of services and software

Subject to these Terms, SDSL grants you a limited, non-exclusive, non-transferable and revocable licence to access the Site and use the Services and Software. You may install and use the Software in executable form only on the number and type of devices that are specified in the then-current documentation for your account type as described on the Site or as specified in other transaction documentation provided by SDSL or an authorised partner. You acknowledge that certain third party code may be provided with the Software and that the licence terms accompanying that code will govern its use.

You specifically agree that you will not, nor will you permit another person to:

- Sub-licence, lease, rent, loan, transfer, or distribute any portion of the Products;
- Modify, adapt, translate, or create derivative works from the Products;

Decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Products; or

- Remove, obscure or alter any trademark, copyright or other proprietary rights notices displayed in the Software or on the Site.

Any Software you have installed will periodically check with SDSL Servers for updates, and you agree that SDSL may automatically download and install such updates on your devices.

5. Shared content and seed services

If you have a large amount of data to backup when you first sign-up for the Services, you may choose to seed your initial backup using the SDSL Seeding Service. If you use this service, you agree that you bear all risk of loss and damage to your backup data while it is in transit, and you may not be able to access and retrieve your backup data until you have performed a successful online backup after completion of the Data Seed transfer. As a client or partner you agree to return the seed provided within 30days of receiving the seed. If the seed isn't returned then charges will incur for the replacement of the seed.

6. Compliance with laws and acceptable use

You are solely responsible for your conduct related to the Service and any data you store or share on the Service. You specifically agree that you will not use the Products to:

- Violate any laws or regulations;
- Infringe the intellectual property or other rights of third parties;
- Transmit any material that is obscene or objectionable or that contains viruses or other harmful computer code or files such as Trojan horses, worms, or time bombs.

7. Intellectual property protection

SDSL respects the intellectual property of others and requires that users of the Service do the same. When you use the Products, you may not upload, store, share, display, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. If you commit repeated violations, SDSL may terminate your accounts.

8. User indemnity

You agree to defend, indemnify and hold SDSL, its supplier, partners, and their respective affiliates harmless from and against any claims, liabilities, damages, losses and expenses, including reasonable legal fees and costs, in connection with:

- your use of the Products;
- Your breach of these Terms;
- Your infringement of any third-party right, including any intellectual property right; or
- Any claim that use of your data caused damage to a third party.

This indemnity obligation will survive the termination or expiration of your account and these Terms.

9. Changes to the service and terms

SDSL reserves the right at any time to modify, suspend, or discontinue providing the Service, in whole or in part. In the event SDSL anticipates that any such action will significantly affect your use of the Service in a negative way, SDSL will endeavour to provide you with advance notice by e-mail, an in-client message or by posting relevant information on the Site.

SDSL reserves the right to modify these Terms at any time, and each such modification will be effective upon posting on the Site. All material modifications will apply prospectively only. Your continued use of any Products following any such modification constitutes your agreement to be bound by the modified Terms. To stay informed of any changes, please review the most current version of these Terms posted on the Site. If you do not agree to be bound by these Terms, you must stop using the Products immediately.

10. Term and termination

These Terms, and any posted revisions, remain in effect as long as you continue to maintain an account or use the Services. You may terminate your account at any time, for any reason, by following the instructions on the Site and discontinuing use of the Products.

SDSL may terminate your account and these Terms immediately and without notice if you fail to renew your subscription, fail to pay any fees or invoices when due or otherwise fail to comply with these Terms.

On termination or expiration of your account or these Terms, you will no longer have the right to continue to use the Software and the Services, and you will no longer be able to access and restore your backup data. Also, you specifically agree that SDSL has no obligation to provide you or anyone else with a copy of your backup data and may automatically purge your backup data from SDSL systems.

The Customer is invoiced quarterly in advance for the service. The customer may terminate this contract or the service provided at any time after the initial 3 months period by giving 30 days notice to SDSL in writing to cancellation@safedatastorage.co.uk. If notice is given by the customer during

the minimum period the customer must pay the charges due for the remainder of the minimum period unless the customer has given notice because SDSL has materially changed the Conditions of this contract to the customer's detriment. The customer will be entitled to a refund of any advance monies paid on a pro rata basis. All data held on our servers is deleted immediately after the 30 days notice providing the account is paid to date. SDSL may terminate this contract or the service provided under it at any time on 30 days notice.

11. Entire agreement

These Terms constitute the entire agreement between you and SDSL and completely replace any prior agreements between you and SDSL in relation to the Products. If any part of these Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

12. Limitation of liability:

In no event shall SDSL or its advertisers or suppliers have any obligation or liability to you for the cost of procurement of substitute services or data or for any direct, indirect, incidental, special, exemplary or consequential damages (including, without limitation, any loss of data, revenue or profits or business interruption) or other pecuniary loss arising out of your use or inability to use your account or the service or your loss of data or files stored therein.