

Terms and conditions for Eurotek UK Ltd ("Eurotek UK") Online data backup service

You are about to download our Online backup software and you must read and agree to the following terms and conditions:

AUTHORISATION: I confirm that I am authorised by the company using the service to initiate the trial of the online backup service and that by agreeing to download the software I abide by the terms and conditions set out below:

DURATION: This contract begins on the date the client is registered on our system as a full user of the product after the initial 30 day free trial and will continue until terminated in accordance with this contract. The minimum period is 3 months.

PROVISION OF THE SERVICE: Eurotek UK will provide the Customer with the Service under the terms of this Contract, and will use reasonable endeavours to provide the Service with the reasonable skill and care of a competent provider. Eurotek UK will use reasonable efforts to provide uninterrupted service but from time to time faults may occur. Eurotek UK will endeavour to repair these faults as quickly as possible and on occasions Eurotek UK may:

- A. For operational reasons change the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;
- B. Give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any service provided by Eurotek UK to the Customer, or
- C. Suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency. Service will be restored as soon as possible.

With the exception of the software and services described being provided by Eurotek UK, the Customer is responsible for providing suitable computer hardware, software, telecommunications equipment and services necessary to access and use the Service.

CONNECTION OF EQUIPMENT TO THE SERVICE: The Customer must ensure that any equipment connected to or used with the service must be technically compatible and must be connected and used in accordance with any applicable instructions, safety and security procedures.

SECURITY: The Customer is responsible for the security and proper use of all user identities ("User IDs") and passwords used in connection with the service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised personnel.

The Customer must immediately inform Eurotek UK technical department if there is any reason to believe that a user ID or passwords has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

The Customer must not change or attempt to change a User ID. If a Customer forgets or loses a password or user ID the Customer must contact Eurotek UK and satisfy such security checks as Eurotek UK may operate. However, under no circumstances whatsoever will Eurotek UK be able to provide the secret key code should this be lost and therefore this MUST be noted and kept safe by the client.

Eurotek UK reserves the right to suspend User ID and passwords access to the Service if at any time Eurotek UK considers that there is or is likely to be a breach of security or misuse of the Service.

Eurotek UK reserves the right at its sole discretion to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

The Customer must immediately inform Eurotek UK of any changes to the information the Customer supplied when registering for the Service.

USE OF THE SERVICE: The Customer shall only access the Service as permitted by Eurotek UK and shall not attempt at any time to circumvent system security or access the source software or compiled code.

The Service is provided solely for the Customer's own use (including use by Authorised Users) and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any third party.

The Service is protected by copyright, trademark and other intellectual property rights, as applicable. The Customer must not permit anyone else to copy, store, adapt, modify, transmit or distribute the Service except to authorised Users.

The Customer must not use a URL, which infringes the rights of any person in a corresponding trademark or name.

The Customer shall be responsible for the creation, maintenance and design of all stored Information.

The Customer must ensure that it complies with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practise which apply to the Customer and which relate to the provision of Customer Information.

The Service must not be used in a way that:

- a) does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful;
- b) would put Eurotek UK in breach of the terms Eurotek UK has with any public telecommunication operator.

The Services must not be used:

- a) to send, knowingly receive, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- b) to cause annoyance, inconvenience or anxiety;

If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service in contravention of the above Eurotek UK may treat the contravention as a breach of this Contract.

The Customer must indemnify Eurotek UK against any claims or legal proceedings which are brought or threatened against Eurotek UK by a third party because the Service is not used in accordance with this Contract due to acts or omissions of the Customer; or the Service is faulty or cannot be used by that third party due to acts or omissions of the Customer.

INTELLECTUAL PROPERTY RIGHTS: Eurotek UK grants the Customer a non-transferable licence to use the Software.

The Customer will not, without Eurotek UK's prior written consent, copy or (except as permitted by law) recompile or modify the Software, nor copy the manuals or documentation.

Eurotek UK may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time Eurotek UK offers such updates or modifications.

CONFIDENTIALITY: The parties will keep in confidence any information (whether written or oral) of a confidential nature (including Software and manuals) obtained under this Contract and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisors, or in the case of Eurotek UK, the employees of a Eurotek UK Group Company who need to know the information).

This paragraph will not apply to:

- (a) Any information, which has been published, information lawfully in the possession of the recipient before the disclosure under this Contract took place; information obtained from a third party who is free to disclose it; and information which a party is requested by law to disclose and if it did not could be required to do so by law.

This paragraph will remain in effect for 1 year after the termination of this Contract.

LIMITATION OF LIABILITY : IN NO EVENT SHALL Eurotek UK 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.

MATTERS BEYOND EITHER PARTY'S REASONABLE CONTROL : If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party) or acts of local or central government or other competent authorities, or the Internet being down for a prolonged period of time, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

If Eurotek UK is prevented by restrictions of a legal or regulatory nature from supplying the Service, Eurotek UK will have no liability to the Customer for failure to supply the Service.

If any of the events detailed above continue for more than 3 months either party may serve notice on the other terminating this Contract.

TERMINATION OF THIS CONTRACT BY NOTICE: The Customer is invoiced quarterly in advance for the service. The customer may terminate this contract or the service provided under it at any time after the initial 3 months period by giving notice to Eurotek UK in writing. 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 Eurotek UK 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 notice is received in writing..

Eurotek UK may terminate this contract or the service provided under it at any time on 30 days' notice.

BREACHES OF THIS CONTRACT: Either party may terminate this Contract or the Service immediately on notice, if the other:

1. Commits a material breach of this Contract which, is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
2. Commits a material breach of this Contract which cannot be remedied; or is repeatedly in breach of this Contract; or
3. Is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over their assets or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.

If Eurotek UK is entitled to terminate this Contract due to a breach, Eurotek UK may, on giving prior notice where practicable, suspend the Service without prejudice to such rights. Where the Service is suspended under this paragraph the Customer must pay the charges for the Service until this Contract is terminated.

If this Contract is terminated by Eurotek UK during the Minimum Period because of a breach, the Customer must pay Eurotek UK any charges due up to the end of the Minimum Period.

If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

DATA PROTECTION ACTS 1984 AND 1998 : Both parties warrant that they will duly observe all their obligations under the Data Protection Act 1998 which arise in connection with this Contract. In particular, where Eurotek UK processes personal data on behalf of the Customer, it will:

- (a) act on and comply with instructions of the Customer (as the data controller) as such instructions are given and varied by the Customer from time to time; and
- (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

LAW: This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.