

Unitron Systems & Development Limited Unitron RBS Terms and Conditions



Definitions

The Data Backup Service referred to hereafter as "The Service" is provided to you by The Unitron Systems & Development Limited whose registered office is Network House, PO Box 141, Telford, Shropshire, TF3 3WP.

"Unitron" herein after refers to Unitron Systems & Development Limited.

"We" herein after refers to Unitron Systems & Development Limited.

"The Customer" herein after refers to the party named on the agreement, in the absence of an agreement the Direct Debit mandate account name will be referred to as the customer.

"Agreement" Is the agreement between you and us for the provision of the Services, comprising these Terms and Conditions and the Privacy Policy.

"Commencement Date" Means the date of the first backup attempt.

"Security Details" means any and all user names, passwords, or other security tools or keys supplied to allow you to access the Service.

"Unitron Website" means the Internet site which can be found at www.useve.net

"You, Your" Is you, at your address, including your contact details telephone numbers, other email addresses etc, as you defined within your application for The Service.

General

PLEASE NOTE:

When you first install the backup software, you will create usernames, passwords and an encryption key.

IT IS IMPERATIVE THAT YOU KEEP A SAFE COPY OF THESE, AS YOU WILL NOT BE ABLE TO RECOVER YOUR DATA WITHOUT THEM. THIS IS VITALLY IMPORTANT. PLEASE DO KEEP COPY(S) OF THIS INFORMATION IN A SAFE PLACE.

FOR OBVIOUS DATA SECURITY REASONS UNITRON DO NOT KEEP A COPY OF THE ENCRYPTION KEY!

To receive The Service you must first read, and accept, these Terms and Conditions which set out our agreement for the provision of The Service to you.

By using The Service you are fully accepting these terms and conditions. Should you not agree, then you must cease use and remove the software from your systems.

1. Agreement Commencement Date and Term.

1.1 This Agreement will commence on the Date of your first backup attempt, The Service will then continue for 12 months ("the Minimum Period") and thereafter will continue until terminated by you or us in accordance with paragraph 10 below.

2. Payment

2.1 The only acceptable method of payment is monthly by Direct Debit.

By signing the direct debit mandate you confirm that you agree with these terms and conditions.

2.2 You will pay us the applicable charges for the service as set out on our Website or as otherwise notified to you (the subscription). We reserve the right to change the subscription at any time following the minimum period set out in clause 1.1, by giving you not less than one complete months notice. The changed fees will apply on the month following the notice of price variation, unless you inform us in writing that you wish to terminate this Agreement.

2.3 We will invoice you each month in advance for the subscription applicable.

Payments made by Direct Debit will be made in accordance with the Direct Debit mandate and Guarantee.

NOTE: If payment is not received within 5 working days after the due date, we will suspend your service without further notice until full payment is received. Backup data stored on our servers will be held for a period of 60 days after the missed payment date then deleted. You will not be able to continue regular backups until the service is restored. We will NOT be liable in way for any loss of data or inability to retrieve data during the suspension period.

In any event, particularly where further charges have been accumulated, your account must be brought fully up to date before service is resumed.

2.4 If we suffer any costs, charge backs, or other fees which result from you making a late payment, you will immediately repay us those costs otherwise we may:

(a) immediately without notice suspend the provision of the service to you; and/or

(b) charge interest on the costs/ charged back sum at a rate of 4% above the Bank of England base rate, until the costs in full are repaid to us.

2.5 In the case of suspension of The Service following non-payment, you may incur a re-connection charge. The current Charge is £99.00.

3. Registration information

3.1 To register for the Services, you must be at least 18 years of age and resident in the UK.

3.2 You certify that all information provided to us, including any information, if provided online for registration purposes is true, complete and accurate. If you believe any information supplied to us may be, or become inaccurate then you will tell us immediately of the changes necessary to correct the registration data supplied.

3.3 You confirm that there are no facts or circumstances which have not been disclosed to us which would affect our decision to provide the services to you.

3.4 To use the service, you will need to install the client software. During this process, you will supply, and obtain a username (normally an email address), password, and an encryption key. The system will create recovery files, and ask you to print out, for safe keeping your registration details

4. Our provision of The Services

4.1 We will provide The Service subject to these Terms and Conditions.

4.2 We can only provide The Service in United Kingdom, and in those areas where we are technically able at the time of application to provide the service. The service to you will be the data size storage package you choose, but this can be upgraded at any time. If you exceed your data storage quota, you will still be able to backup data, but we will ask you either to reduce the amount of data stored, or ask you to increase your quota size – for which there will be an increased subscription charge.

We will endeavour to begin providing The Service on a date agreed with you, we will not be liable for any failure to meet that date.

4.3 To use The Service you will need a suitable internet connection and at least one computer of a satisfactory specification.

4.4 You will provide a computer system, operating software and telephone connection so that you can access the service. You will ensure that the equipment always meets the minimum requirements for using the service.

You are responsible for providing and paying for, telecommunications services necessary to access and use the service.

4.5 We may provide you with software (and other equipment /services if required) to enable you to use the service. If we do supply any equipment and/or software, you agree to abide by, and agree to any additional terms and conditions required by the vendors of that equipment or software in order for it to be used to access the service. You agree not to modify or copy this software or equipment in any way, and agree only to use it for accessing the service.

4.6 If, at our request, we install equipment at your premises to enable you to receive service, you, or any other person not authorised by us, will not, modify interfere with the equipment. You must use such equipment in accordance with our instructions and take note of safety and security procedures applicable to its use.

Title to all such equipment remains vested in us, and you will be responsible for such equipment while installed at your premises. You acknowledge that you are liable for any loss or damage to the equipment while installed/delivered/stored at to your premises.

4.7 We may need to suspend the service temporarily without notice in an emergency in order to improve, maintain or repair the service or our network or for other operational reasons.

We will try to, but cannot guarantee, to keep interruptions to a minimum. We will also try to, but cannot guarantee, to keep you informed.

4.8 Because the service uses an internet connection, we cannot guarantee that the service will be not be interrupted or be error free.

4.9 If you move address within the UK, we can transfer the service to your new address provided that your new address has a suitable internet connection.

4.10 We do not directly monitor the service other than quality of service in terms of connectivity and total data usage. We respect your privacy, and also in respect of the Data Protection Act. However, if we become aware that the service is being used in an illegal manner, then we may be directed by external law enforcement agencies to monitor the service more directly.

4.11 The Customer as defined above, is solely responsible for the content of the backup schedule/session. When installation of the software client is carried out by any third party including Unitron, then the customer will still be responsible for the content of the backup. Unitron will not be liable for any costs, claims, losses and expenses (including indirect and consequential losses) for incomplete or incorrectly configured backup content.

5. Your use of the services

5.1 The service and its component parts such as modem/routers, software etc, are provided solely for your use only. You will not resell, transfer, assign or sub-license them or any part of the service to any other person or organisation.

5.2 You must ensure that any computers or other equipment used by you to access The Service do not have an adverse effect on our systems, our suppliers, or on network traffic generally. You must use the service in a manner consistent with all applicable laws and regulations applying at the time of using the service.

5.3 You must ensure that your system is configured in such a way that does not give others the capability to use the service in an illegal or inappropriate manner.

5.4 You will not use the service:

- a) in any way that does not comply with any licences applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect or;
- b) To carrying out a fraud or criminal offence;
- c) To distribute, use, or reuse knowingly receive, download, or upload any information or material which is indecent, obscene, abusive, profane defamatory, menacing, or in breach of any copyright, privacy or any other rights;
- d) In a way that infringes any third party's intellectual property rights;
- e) In a way that is not in compliance with our specific instructions.

6. Personal data

6.1 We will comply with our obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

6.2 By registering for the service you consent to our using and/or disclosing your personal information for certain administrative purposes.

This may require disclosing your personal information to third parties, but only where necessary:

- provide you with the service;
- inform you of any changes to the service
- to be able to manage our network
- prevent and detect criminal activity, fraud and misuse of or damage to our network
- For any other administrative purposes.

6.3 We may need to disclose your personal information to third parties, but we will only do this only to the extent necessary to provide the service requested, A copy of our Privacy Policy can be viewed online here.

6.4 We will only disclose personal information where requested by appropriate authorities so as to comply with all applicable laws.

6.5 We will to our best endeavours by the use of secure servers, encryption and appropriate security measures to protect your personal data but will have no liability if this security is breached.

7. Security and confidentiality

7.1. We will provide you with Secure details to enable you to access the service, you are responsible for maintaining the confidentiality and security of this information.

7.2 You must notify us immediately if any of the Security Details have been

- Disclosed to anyone else
- Used in an unauthorised way
- If you suspect that unauthorised use is possible
- Lost or stolen.

7.3 We may have to suspend The Service if we think that there is, or likely to be, a breach of security.

In that case we will inform you accordingly.

7.4 If anyone else uses the Security Details, unless you have given notice to us at the first possible opportunity upon becoming aware of this you will be liable for any costs arising from such use.

We may suspend the service and you will fully indemnify us for all losses resulting from such actions.

7.5 The information given to you in providing the service (whether written or oral) is essentially of a confidential nature (including software and manuals) . You agree to keep this information confidential not to disclose it or otherwise distribute it to any other person or organization.

8. General

8.1 All intellectual property rights in or relating to the service are the property of, or have been licensed to, us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive the service. You will not use or allow anyone else to use any of our name, logo, trade mark or other intellectual property rights or that of any of the licensed operator involved in providing the service without prior written consent.

8.2 We may change the Terms and Conditions at any time by notice on the Unitron Website or email prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the service. Changes to fees are covered by paragraph 5.1.

8.3 Notwithstanding any other rights that we may have in these Terms and Conditions, we reserve the right at any time (notwithstanding prior acceptance) to suspend, cancel, refuse to supply or terminate the provision of the service wholly or partly without notice, and we shall not be liable for any loss suffered as a result of such suspension, cancellation, refusal or termination. If at the time we exercise our rights under this paragraph 10.3, you have paid us any Fees in advance, we will reimburse you pro rata for the proportion of these Fees that relate to the period after this date.

8.4 This Agreement constitutes the entire agreement between you and us in relation to the provision of the service and supersedes any representations, communications and prior agreements (whether oral or written) related to the subject matter other than fraudulent misrepresentation.

8.5 We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement without giving you any notice beforehand. You may not assign, sub-contract, sell or transfer your rights or obligations under this Agreement.

8.6 Any notice or communication required to be sent pursuant to these Terms and Conditions should be sent to us at (name), or to you at the address indicated in the online registration form.

8.7 No waiver by us of any breach of these Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

8.8 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question, will not be affected.

8.9 Except as expressly stated in these Terms and Conditions, no person who is not a party to the Contract will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

8.10 This Agreement will be governed and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English Courts.

9. Limitation of liability

9.1 Unitron its Directors/Officers, associated companies or Employees will not be liable either in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings. We will not be liable for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of or inability to use the service or from any action or omission taken as a result of using the service. Notwithstanding any other provision of these Terms and Conditions we do not exclude or limit any liability in respect of death or personal injury resulting from our negligence.

9.2 Our total, or aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the service for each 3 month period (the first period starting on the date the service is first provided to you) shall be limited to the amount of the subscription paid by you to us in respect of that 3 month period.

9.3 The information on the Unitron Website is regularly updated from time to time.

However, we exclude any warranties, conditions or terms (whether express, implied, statutory or otherwise), as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the service or any of the contents of the Unitron Website.

9.4 You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under these Terms and Conditions.

9.5 We will not be liable to you for any breach of any of our obligations under these Terms and Conditions or the Privacy Policy where the breach is caused by a 'force majeure' event which term shall include, but is not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, acts of terrorism, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

9.6 All previous Dataworld RBS (DWRBS) customers will agree to these terms & conditions if they continue to use this service after 23rd February 2009.

10. Termination and suspension.

10.1 This Agreement may be terminated at any time up to the Commencement Date

However, if we have supplied you with any equipment, you must return it to us immediately any equipment returned for a refund must be received in brand new and resalable condition, including all original packaging, manuals, software and cables, as appropriate. Please therefore keep all equipment packaging until you are happy to proceed with the contract

10.2 After the Commencement Date this Agreement may be terminated in accordance with the terms set out in this Agreement and, the cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000 (the "Distance Selling Regulations") will not apply to the Service.

10.3 We may terminate this Agreement at any time on notice if: (a) we are directed by any competent authority to cease the provision of the service or any part of them; (b) you are in breach of any of these Terms and Conditions; (c) your contract with your telecommunications provider for your direct analogue exchange line is terminated; (d) any licensed operator supporting the service ceases to do so for whatever reason or changes the terms of its provision of telecommunications services beyond our reasonable control.

10.4 Unless otherwise specified in this Agreement, either you or we may terminate this Agreement on giving not less than 4 weeks' notice to the other; such notice not to expire before the end of the Minimum Period.

10.5 You may terminate this Agreement within the first 12 months after the Commencement Date. Such termination will take effect from the beginning of the next calendar month following the 4 weeks notice period.

In that event, if you decide to cancel, you agree to pay us all the costs that we have incurred in setting up your Data Backup Service. This will include our installation fee of £50.00 plus any other costs specifically identified at the time of installation (for example engineer visit to correct faulty customer installation, etc.)

If you ordered specific hardware from us you must pay the full retail price of this hardware. This cannot be returned for credit.

10.6 Upon termination you agree to cease using the service immediately. Upon termination you will pay any monies outstanding (we will invoice outstanding amounts such as extra data storage above your quota usage promptly after termination).

On termination your right to use the Services will cease immediately.

10.7 Your Final, and Last opportunity to recover data following termination of the service. On termination, we will remove your stored data 7 days after the termination date. You will be able to recover your data during this period, should it be necessary. You will NOT BE ABLE TO RECOVER ANY DATA AFTER THIS PERIOD.