Advanced Media Engineering Ltd
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Email: info@amesolutions.co.uk
Web: www.amesolutions.co.uk

Cyber Essentials Accredited
Registration Number: QGCE 1423

Office 365 Backup Solution – Specific Terms and Conditions

1. DEFINITIONS

These Specific Terms and Conditions of Supply are to be read in conjunction with **AME Solutions' General Terms and Conditions of Supply**.

For clarity, the following terms have specific meanings:

- **Agreement** – This document, outlining the terms and conditions governing the provision of the Office 365 Backup Solution.
- **AME Solutions** – **Advanced Media Engineering Ltd**, company registration number **4094349**, based at: *2nd Floor, Wear House, Topsham Road, Exeter, EX2 7AE.*
- **Backup Data** – The Customer's Office 365 content that is stored, protected, and recoverable through the Service.
- **Charges** – The fees payable by the Customer for the Service, as detailed in the Customer Order Form and subsequent invoices.
- **Customer** – The party purchasing the Office 365 Backup Solution under this Agreement.
- **Customer Order Form** – The formal request for Service, submitted by the Customer and accepted by AME Solutions.
- **Minimum Cancellation Notice Period** – The minimum notice required for termination of the Service, as defined in Clause 5.2.
- **Minimum Service Period** – The minimum duration for which the Service must be maintained, as outlined in Clause 5.1.
- **Service** – The **Office 365 Backup Solution**, ensuring continuous data protection and recovery for emails, files, and other Office 365 content.
- **Service Period** – The duration for which the Office 365 Backup Solution is provided under this Agreement.
- **Software** – The licensed backup software supplied for use in conjunction with the Service.

2. SCOPE OF SERVICE

2.1 **AME Solutions provides enterprise-grade Office 365 data backup**, ensuring secure retention and restoration capabilities.
2.2 The Service provided safeguards against accidental deletion and malicious attacks through encrypted data storage and regular automated backups. However, please note that recovery is only possible once a file has been backed up. If a file is created and deleted before the backup

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process occurs, it cannot be restored. System failures are not covered under this backup solution.
2.3 Customers may request the Service by accepting a quotation via **email or signed correspondence**.
2.4 The Service shall commence **only upon formal acceptance** of the order and receipt of any required initial payments.

3. USAGE RIGHTS

3.1 The Service and Software are managed exclusively by AME Solutions and must only be used for their intended purpose. Customers shall not:

- Request modifications, reverse-engineering, resale, or redistribution of the software.
- Use the Service to store or distribute unlawful, offensive, or obscene material.
- Engage in any activity that disrupts or negatively impacts AME Solutions' infrastructure or other customers.

4. Date Security and Retention

4.1 Backup Data shall be securely stored **for the duration of the Service Period**, in accordance with industry best practices.
4.2 AME Solutions shall implement **reasonable security measures**, but Customers remain responsible for compliance with applicable data protection regulations (e.g., UK GDPR).
4.3 Restoration requests shall be processed **within a reasonable timeframe**, but Customers must verify successful recovery.
4.4 AME Solutions **does not guarantee indefinite data storage** beyond the agreed backup cycle.

5. SERVICE PERIOD AND TERMINATION

5.1 The minimum service period is 12 months, followed by a rolling monthly extension thereafter.
5.2 The minimum cancellation notice period is 14 days, effective after the initial 12-month service period.
5.3 AME Solutions reserves the right to terminate the Service with appropriate notice after the Minimum Service Period.
5.4 If a Customer terminates early, they must pay an exit fee equal to the remaining contract value.
5.5 Upon termination:

- The Customer will no longer have access to the backup service, and AME Solutions will discontinue its use on their behalf.
- AME Solutions reserves the right to permanently delete all stored backup data without liability for loss.
- Upon termination of the service due to non-payment or cancellation, all backup data will be immediately and permanently deleted, even if the account is under contract.

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6. LIABILITY

6.1 **AME Solutions shall not be liable** for any data loss resulting from incomplete backup transmissions or external failures beyond its control.
6.2 **Liability shall be capped** at the total amount paid by the Customer for the Service in the preceding 12 months.
6.3 AME Solutions does not accept any liability for loss, damage, or consequences arising from the use of the backup service. This includes, but is not limited to, data loss, system downtime, inaccuracies in restored files, or any other impact on the customer's operations. AME Solutions does not provide any warranties or guarantees regarding the service. Liability for personal injury or death caused by negligence is only acknowledged to the extent required by law.

7. CHARGES AND PAYMENTS

7.1 Service charges are detailed in the Customer quotation and invoices.
7.2 Payments must be made monthly via standing order or invoiced remittance.
7.3 VAT and other applicable taxes shall be added to all charges.
7.4 Customers must terminate standing orders upon cancellation to prevent unnecessary payments.

8. SERVICE AVAILABILITY AND PERFORMANCE

8.1 AME Solutions shall use **reasonable efforts to maintain service uptime** and notify Customers of planned maintenance.
8.2 AME Solutions shall not be responsible for disruptions **beyond its control**, including Microsoft Office 365 outages or third-party failures.

9. FORCE MAJEURE

9.1 AME Solutions shall not be held liable for any failure or delay in service delivery caused by:

- Natural disasters, fires, or floods.
- Cyberattacks, data breaches, or external system failures.
- Regulatory changes affecting cloud data protection.
- Widespread internet disruptions or Office 365 platform failures

10. DISPUTE RESOLUTION AND GOVERNING LAW

10.1 Both parties agree to attempt resolution through **good faith negotiations** before pursuing legal action.

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10.2 Any disputes shall be governed under **UK law**, with jurisdiction in the courts of England and Wales.

11. SERVING NOTICE

11.1 Any formal **notice of termination or dispute** must be sent in writing to:

AME Solutions
2nd Floor, Wear House, Topsham Road, Exeter, EX2 7AE
Email: sales@amesolutions.co.uk

11.2 Notices sent via email will be deemed served on the same day**, while notices sent via** first-class post will be deemed served two business days after posting

12. SERVING NOTICE

12.1 AME Solutions reserves the right to revise these terms **with reasonable notice to the Customer.**
12.2 Customers must regularly review updates**, as continued use of the Service constitutes agreement to any modifications**