

Advanced Media Engineering Ltd
2nd Floor, Wear House
Topsham Road, Exeter
EX2 7AE

Tel: 01392 824022

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Cyber Essentials Accredited
Registration Number: QGCE 1423

Online Data Backup Specific (in partnership with Zen Internet) Terms and Conditions

Rev 1.0 14/11/2014

1. DEFINITIONS

These Specific Terms and Conditions of Supply are to be read in conjunction with Zen Internets [General Terms and Conditions of Supply](#) and AME Solutions [General Terms and Conditions of Supply](#). All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below in which case they will have the meaning specified below:

"Customer Order Form" means the order form for the supply by the Company of the Software and/or Services, completed by, or in accordance with an order from, the Customer;

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must give the Company to terminate the Service, as set out in Clause 4;

"Minimum Service Period" means the minimum service period as set out in Clause 4.1;

"Service" means the provision of the Online Data Back up service as specified on the Customer Order Form, and described in the Company's literature at the date of completion of the Customer Order Form;

"Service Period" means the period of the Service provided in accordance with this Agreement;

"AME Solutions" means Advanced Media Engineering Ltd. (Company Registration Number 4094349) of 2nd Floor Wear House, Topsham Road, Exeter, EX2 7AE.

"Software" means the software to be provided by our partner Zen Internet in conjunction with the Service on the terms of this Agreement.

"Zen Internet" means Zen Internet Ltd (Company Registration Number 03101568) of Sandbrook Park, Sandbrook Way, Rochdale. OL11 1RY



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2. THE SERVICES

2.1 Zen Internet provide online backup to AME Solutions, using AME Solutions private portal.

2.2 Zen Internet shall provide the Service on AME Solutions behalf subject to the terms of this Agreement.

2.3 You can place your order for the Service by accepting our quotation, either by email or signing the quotation and returning by fax or post.

2.4 AME solutions shall not be obliged to accept an order or provide the Service to you unless and until we have received written confirmation, or (if requested in our discretion) evidence, that the terms specified in Clause 2 of the General Terms and Conditions have been satisfied and:

a) we have sent written notice to you (either by post, fax or e-mail) of our acceptance of the Customer Order Form (or otherwise commenced the Service);

b) we have received any initial Charges due from you in respect of the Service.

2.5 Zen Internet agrees to provide you with Software on AME Solutions behalf in conjunction with the Service. You may copy the Software solely for the purpose of evaluating or utilising the Service. Any other use is strictly prohibited.

2.6 By accepting or using the Software and/or the Service, you acknowledge that you do not own it. Under the terms of this Agreement, in consideration of the fees you pay to us, you may use the Software only in conjunction with the Service.

2.7 You specifically agree not to - nor make any attempt to - resell, distribute, adapt, modify, decompile or reverse engineer the Software, or otherwise discover the source code, underlying processes, or algorithms of the Software.

2.8 You agree not to use the backup service to store photographs, pseudo-photographs, films, articles, sound records, messages, or any other material that may be stored in a computer that may be described as indecent or obscene or is otherwise illegal.

2.9 The backup service uses a shared yet private and secure platform, therefore you may not use the service in any way which might detrimentally affect the service or experience of other users of the service. Zen reserves the right to remove users who consistently misuse the service.



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2.10 We will use our reasonable endeavours to ensure that the Service performs in accordance with the help file that accompanies the Service and Software and any other Company literature that is provided to you in relation to the Service and the Software. In the event of any failure, we will use our reasonable endeavours to remedy such failure as soon as reasonably practicable to do so.

3. LIABILITY

3.1 Under no circumstances will AME Solutions or Zen Internet be liable to you or any other person for data that was never sent by you, using the Software, to the relevant backup data centre assigned to the Service by Zen Internet. You are therefore advised to check the log file to ensure that the desired files have been transmitted.

3.2 Zen Internet accepts liability to the extent it results from the negligence of Zen Internet and its employees for death or injury without limit. Nothing in this Agreement shall limit liability for fraud.

3.3 In all other cases not falling within clause 3.2, Zen Internet's total liability to you or any other person (whether in contract, tort, including negligence, or otherwise) under or in connection with the Service or provision of the Software will not exceed the fees paid by you for the use of the Service and Software.

3.4 This Clause 3 is in addition to Zen Internet's Clause 9 of their General Terms of Conditions that further set out our responsibility and extent of liability to you in relation to the Service and provision of the Software.

4. SERVICE PERIOD

4.1 Once the Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period which must expire on or after the Minimum Service Period. The Minimum Service Period is 12 months from activation of the Service, followed by 1 month after the first year.

4.2 Unless otherwise stated, the Minimum Cancellation Notice Period is 14 days (to expire on or after the Minimum Service Period).

4.3 We may terminate the Service by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.



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4.4 The licence of the Software shall terminate immediately upon the earlier of the following to occur:

- a) 30 days after you have failed to pay any service charges due under Clause 5 on their due date; or
- b) if you become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or file any similar action in consequence of debt.

4.5 Your license will also terminate without further action or notice by AME Solutions or Zen Internet if you become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or file any similar action in consequence of debt.

4.6 Following termination of your licence for whatever reason:

- a) You will destroy the Software together with all copies in any form, including copies on your hard and backup disks.
- b) Any use of any copies of the Software will be unlawful; and AME Solutions and Zen Internet shall have the right to delete your stored data without liability for loss or damage.

4.7 You agree to the contract for the provision of the Service as laid out in 4.1. If you terminate the Service prior to the expiry of the Minimum Service Period, otherwise than by reason of any breach of this Agreement by AME Solutions, you shall make a one-off payment equal to the aggregate charges payable for the length of time remaining under the Minimum Service Period calculated on the banding rate applicable to your highest rate of usage of the Service.

4.8 The Service is otherwise subject to the termination provisions of the General Terms and Conditions.

5. CHARGES

5.1 Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Service and/or Software shall be set out in the quotation and/or the invoice relating to such Service and/or Software.

5.2 You shall pay the Charges (without any set off or deduction of any kind) on a monthly basis as stated in the quotation and/or the invoice referred to at Clause 5.1 above.



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5.3 All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

5.4 We request that you setup a monthly standing order for the agreed amount or you're your remittance at the start of each month against a VAT invoice.

5.5 Should you terminate the Service in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

6. NOTICES

6.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you, in accordance with this, will be validly sent in writing by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

6.2 Any notice to be served on us must be done so in writing and sent either by pre-paid first class post to our registered office or by e-mail to sales@amesolutions.co.uk to such other addresses as may be specified by us to you for this purpose from time to time.

