

B2E Backup of Data - Terms and Conditions

These supplemental terms and conditions are to be read in conjunction with our General Terms and Conditions. All defined terms within these supplemental terms and conditions have the same meaning as those set out in the General Terms and Conditions. In the event of any conflict between these supplemental terms and conditions and the General Terms and Conditions, the provisions of these supplemental terms and conditions shall apply.

1. Definitions

Customer Data – The current data stored upon the Customer’s system, other than archive data and systems information

2. The Fee

The Fee for the service is calculated on the total amount of storage capacity reserved by the Customer charged at the rate stated in the Schedule. Should the original capacity prove insufficient, the Customer can request an increase at a revised Fee.

3. Services

3.1 The Company will supply software to the Customer for the purposes of compressing, encrypting and transmitting instances of Customer Data at intervals throughout the day and night.

3.2 The Company will store the Customer Data at a data centre. The volume of Company Data to be stored is may vary from time to time.

3.3 Backups will be made at the frequency stated in the Schedule

3.4 The Company will keep the Customer’s stored data for the period stated in the Schedule.

4. Customer Responsibilities

4.1 The Customer agrees for the Company’s software to be installed upon the Customer’s equipment. The Company retains all rights in any such software, and on termination of this Agreement for whatever reason, the Company shall be entitled to remove such software.

4.2 The Customer will maintain an internet connection of adequate capacity to enable backup data to be transmitted to the Company. The data traffic required to maintain an up to date backup will consume bandwidth, and may have a detectable effect on the overall performance of your internet connectivity.

4.3 The Customer will ensure the backup is functioning and the Company will provide access to necessary information to accomplish this. It is the Customer’s responsibility to confirm that all data the Customer wishes to be backed up is in fact included in the backup.

4.4 The Customer confirms it owns and is permitted to transmit all data to the Company.

4.5 The Customer agrees not to backup any data which is obscene, illegal, defamatory or which breaches the rights of any third party and will indemnify the Company from any claims or costs arising out of breach of this clause.

5. Limitations

5.1 Online backup is a service intended to be a reasonable precaution against data loss and to provide access to backed up data to enable business continuation after a loss of data. Online backup is not insurance against data loss nor is it a substitute for such insurance.

5.2 The Company will make reasonable endeavours to ensure that a current backup is maintained of all Customer Data. It is not possible to guarantee that all data files will be fully up to date at all times. Access to and restoration of an effective backup depends on an up to date copy of the data being held on the Company’s servers. The backups are taken as periodic ‘snapshots’, and not continuous. Copying to backup can be delayed for a variety of reasons, e.g. a file may be locked by a user application whilst in use, and so not accessible to the Company’s backup software until the data file is closed by the user application, or there may be a third party communications failure, which delays transmission of a backup to the Company’s server. Data files that are in use at the time of data loss will not be backed up.

5.3 So far as is reasonably practicable, backups will continue to be taken and available on a 24 hour 7-day basis, it is however technically impossible to provide fault-free service, and the service is provided 'as is' and without warranties of any kind, express or implied (other than warranties not capable of exclusion). Whilst the Company will use reasonable efforts to ensure that service is maintained at all times, to keep unavoidable interruptions to a minimum, and to give notice of anticipated interruptions, but it is inevitable that there may be times when the service or some aspects of it are not available.

5.4 Backups capture the Customer Data at the time the backup is taken. A continuous record of the Customer's files will not be retained and only the files extant at the time of the backup are capable of being reinstated.

5.5 The Company's obligations are limited to using reasonable endeavours to maintain an adequate recent backup, and to providing prompt access to such backup data as is available.

6. Access to backed-up data

6.1 Upon request from the Customer for Customer Data, the Company will either;

(a) Provide remote access to Customer Data, which is included within the Fee

(b) Provide Customer Data upon a storage device at additional cost,

6.2 Access is obtained by user password, it is the Customer's responsibility to keep any passwords issued to the Customer secure, and to advise the Company immediately if the Customer has reason to suspect a password to have become compromised. All access using a password allocated to the Customer is conclusively presumed to have been authorised by the Customer.

6.3 Unless otherwise requested by the Customer, the Customer's data is encrypted with an encryption key only known to the Company. The Customer may generate and use their own encryption key and may choose to share this with the Company. If the Customer uses their own encryption key, the Company will have no ability to recover encrypted data.

7. Maintenance and monitoring of backups

7.1 No monitoring or maintenance of customer backups is serviced unless specifically agreed upon

7.2 Whether customer backups are monitored or not, does not guarantee against data loss

7.3 Reports can be generated for the Customer's backups to be sent to the customer directly. The customer can contact the support desk to address any concerns related to the Customer's backups where charges or fees may apply.

8. Recommendations

8.1 Online backup is not insurance against data loss nor is it a substitute for such insurance.

8.2 The Company does recommend the Customer takes out insurance against data loss and business continuity.

8.3 The Company does recommend the Customer takes Cyber Liability Insurance

Date: _____

Full Name: _____

Customers Signature: _____

Designation: _____