



BACKUP EVERYTHING

TERMS AND CONDITIONS

IMPORTANT – READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING WITH THE DOWNLOADING AND/OR INSTALLATION OF THIS SOFTWARE PRODUCT. THIS IS THE END USER SOFTWARE LICENSE AND SERVICES AGREEMENT THAT YOU ARE REQUIRED TO ACCEPT BEFORE DOWNLOADING, INSTALLING AND/OR USING BACKUP EVERYTHING SOFTWARE OR ACCESSING ANY SERVICES. YOU ARE NOT PERMITTED TO DOWNLOAD AND/OR INSTALL THIS SOFTWARE PRODUCT OR ACCESS ANY SERVICE UNTIL YOU HAVE AGREED TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS END USER SOFTWARE LICENSE AND SERVICES AGREEMENT. BY SELECTING THE “I AGREE” OPTION AND SELECTING “ACTIVATE ACCOUNT”, THEN DOWNLOADING THE SOFTWARE PRODUCT, INSTALLING THE SOFTWARE OR OTHERWISE ACCESSING ANY SERVICE OR BY SELECTING THE “I AGREE” OPTION AND ACCESSING ANY SERVICE, YOU CONSENT TO BE BOUND BY AND ARE A PARTY TO THIS END USER SOFTWARE LICENSE AND SERVICES AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS END USER SOFTWARE LICENSE AND SERVICES AGREEMENT OR DO NOT RECEIVE ANY ACTIVATION LINK, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE PRODUCT OR ACCESS ANY SERVICE, AND DO NOT PROCEED TO CLICK THE “ACTIVATE ACCOUNT” BUTTON. THIS AGREEMENT IS ENTERED INTO BY BACKUP EVERYTHING CARRYING ON BUSINESS AS BACKUP EVERYTHING (“BACKUP EVERYTHING”) AND YOU AS END USER OF THE SOFTWARE PRODUCT AND/OR ANY SERVICES OFFERED BY BACKUP EVERYTHING (“END USER”). IT IS THE END USERS RESPONSIBILITY TO READ THESE TERMS BEFORE DOWNLOADING THE BACKUP EVERYTHING SOFTWARE. THE END USER OR RESELLER AGREES THAT BY DOWNLOADING AND INSTALLING THE BACKUP EVERYTHING SOFTWARE THEY ARE AUTOMATICALLY AGREEING TO THESE TERMS.

1. The Software Product and Services

The subject of this license is the BACKUP EVERYTHING software product in which this license is the software product, in object code format, in which the license is embedded and/or which the END USER seeks to download and includes, without limitation, any related updates provided to END USER by BACKUP EVERYTHING, (collectively, the “Software Product”) and all services, including, without limitation, BACKUP EVERYTHING’s online back-up service offering, BACKUP EVERYTHING’s remote desktop service offering and/or BACKUP EVERYTHING’s server back-up service offering offered by BACKUP EVERYTHING (collectively, the “Services”). In order to make use of the Software Product and/or Services, END USER must be using a systems environment supported by BACKUP EVERYTHING. The Software Product does not include bug fixes, error corrections, patches, new releases, or any other component not specified within this Agreement. END USER agrees that BACKUP EVERYTHING (and/or its third party suppliers or contractors) shall be entitled to use any personal information to which BACKUP EVERYTHING (and/or its third party suppliers or contractors) may have access pursuant to the transactions contemplated by this Agreement (including, without limitation, access which may be provided by END USER making use of the Software Product and the Services) in accordance with the terms of BACKUP EVERYTHING’s privacy policy. END USER acknowledges that this privacy policy may be updated from time to time

and END USER agrees to obtain any consent required from individuals whose personal information may be accessed pursuant to the transactions contemplated by this Agreement in connection with the uses contemplated by this privacy policy. An END USER is responsible for obtaining access to the Services and for any third party fees incurred in connection with obtaining such access (e.g. Internet service provider fees) and for obtaining all equipment necessary to access the Services and/or make use of the Software Product.

As part of the online registration process, BACKUP EVERYTHING will collect certain registration information about END USER. All such registration information provided by or on behalf of END USER must be current, complete and accurate, and END USER is solely responsible for updating such registration information as necessary. BACKUP EVERYTHING reserves the right to terminate this Agreement immediately in the event any such registration information is found to be inaccurate, incomplete or not current at any time.

2. Software License Grant; Consent to Automatic Installation of Updates

Upon the following terms and conditions including payment of any applicable fees:

(i) BACKUP EVERYTHING hereby grants to END USER and END USER hereby accepts from BACKUP EVERYTHING, a non-exclusive, non-transferable and non-assignable license, for END USER's own internal, end-use purposes only (excluding the commercialization of information technology products and/or services), to install and use the Software Product on one or more computers licensed by END USER where such computers are owned or leased by END USER; and

(ii) END USER hereby subscribes for and BACKUP EVERYTHING agrees to use commercially reasonable efforts to provide, the Services. END USER acknowledges that the Services may include the automatic provisioning of updates to the Software from time to time, as determined in BACKUP EVERYTHING's sole discretion. END USER expressly consents to any and all actions taken by BACKUP EVERYTHING or their third party suppliers with respect to the provision of such updates including any actions that directly affect END USER hardware or software.

3. Ownership and Intellectual Property Rights

The Software Product and Services are protected by copyright, patent and other intellectual property laws and the Software Product and the Services are proprietary and confidential of BACKUP EVERYTHING (and/or its third party suppliers). All rights, title and interest in and to the Software Product and Services (including associated intellectual property rights) are and will remain vested in BACKUP EVERYTHING and/or its third party suppliers. These rights are protected by national and other laws and international treaties.

END USER acknowledges that:

(i) it acquires no rights in the Software Product and Services, other than those rights expressly granted in this Agreement and

(ii) no rights, license or interest to any BACKUP EVERYTHING trade-marks or trade names are granted hereunder.

4. License and Use Restrictions

The Software Product which is the subject of this Agreement is licensed to END USER, not sold. END USER may not sublicense, assign, resell, share, pledge, rent or transfer any of its rights under this Agreement in relation to the Software Product or any of the Services or any portion thereof. Except as expressly permitted by copyright laws, no copying, redistribution, displaying, performing, reproducing, licensing, transferring or publication of the Software Product or any of the Services' content is permitted without the express permission of BACKUP EVERYTHING, which consent shall be at BACKUP EVERYTHING's discretion. Any such copy which is made is subject to the provisions of this Agreement, and all titles, trade-marks, copyright notices and other legends shall be reproduced on such copy.

END USER may not use or copy the Software Product, in whole or in part, except as expressly provided for in this license. END USER may not modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Software Product or otherwise attempt to (a) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software Product including, without limitation, any such mechanism used to restrict or control the functionality of the Software Product or (b) derive the source code or the underlying ideas, algorithms, structure or organization form of the Software Product. END USER will at all times, including during and after the term of this Agreement, keep the Software Product and the content of the Services confidential. END USER agrees that the Software Product will not be shipped, transferred or exported into any other country, or used in any manner prohibited by Canadian or other applicable export laws and regulations. END USER agrees to comply with all other applicable laws and regulations.

END USER acknowledges and agrees that all materials, including without limitation, information, data, software, music, sound, photographs, graphics, video, and email messages or other kinds of messages (collectively, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of END USER. END USER (and not BACKUP EVERYTHING) is solely responsible for all Content uploaded, posted, emailed, transmitted, shared, accessed and/or otherwise made available via the Services. BACKUP EVERYTHING does not control the Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances is BACKUP EVERYTHING liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of, or reliance upon any Content uploaded, posted, emailed, transmitted, shared, accessed and/or otherwise made available via the Services. END USER agrees that END USER will not use the Services to:

(i) upload, post, email, transmit, share, access and/or otherwise make available any Content that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable or generally unlawful;

(ii) upload, post, email, transmit, share, access and/or otherwise make available any Content that END USER does not have a right to make available under any law or under contractual or fiduciary relationship;

(iii) upload, post, email, transmit or otherwise make available any Content that infringes any copyright, trade-mark, trade secret or other intellectual property or proprietary rights of any third party;

(iv) upload, post, email, transmit or otherwise make available any Content that otherwise contravenes or violates applicable law. BACKUP EVERYTHING does not pre-screen Content. However, BACKUP EVERYTHING reserves the right, in its discretion, to refuse or move any Content that is available via the Services. END USER consents to BACKUP EVERYTHING accessing, preserving, and disclosing END USER's account information and Content if required to do so by law or in the good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of this Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) respond to END USER's requests for customer service.

END USER ACKNOWLEDGES THAT THE TECHNICAL PROCESSING AND TRANSMISSION OF THE SERVICES, INCLUDING THE TRANSMISSION OF CONTENT, MAY INVOLVE TRANSMISSIONS OVER VARIOUS PUBLIC NETWORKS WHICH ARE NOT SECURE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT THE SOLE DISCRETION AND RISK OF END USER AND END USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE INCURRED BY AN END USER (INCLUDING, WITHOUT LIMITATION, DAMAGE TO AN END USER'S COMPUTER SYSTEM OR LOSS OF DATA) THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. BACKUP EVERYTHING RESERVES THE RIGHT TO MODIFY, AMEND OR CEASE TO OFFER ANY OF THE SERVICES UPON PROVIDING END USER WITH THIRTY (30) DAYS PRIOR NOTICE, WHICH SHALL BE POSTED ON THE WEBSITE FROM WHICH THE SERVICES ARE ACCESSED BY END USER. BACKUP EVERYTHING FURTHER RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME BY POSTING THE AMENDED TERMS ON THE WEBSITE, WHICH POSTING SHALL CONSTITUTE NOTICE TO THE END USER. ALL AMENDED TERMS SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER SUCH NOTICE IS PROVIDED.

END USER agrees to indemnify and hold BACKUP EVERYTHING, its resellers and third party suppliers, directors, officers and employees, harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of END USER's use of the Software Product and/or the Services or breach of this Agreement by the END USER and in connection with a claim or demand made by any third party due to or arising out of Content submitted, posted, transmitted or made available through the Services or the use of the Services by END USER. In connection with the Services provided by BACKUP EVERYTHING, END USER agrees as follows: (a) only the registered users of the account may use the Software Product and/or the Services, (b) END USER is solely responsible for the Contents of END USER's e-mail messages, attachments and stored files and BACKUP EVERYTHING reserves the right to remove from its servers any Content that may expose BACKUP EVERYTHING to potential liability, (c) END USER may not distribute through the Services any attachments, documents or files that: (i) infringe on any copyright, patent, trade secret, trademark or other third party proprietary rights; (ii) violate any law, statute, ordinance or regulation; (iii) are defamatory or libelous; (iv) are obscene; and/or (v) contain viruses, trojan horses, worms, time bombs, or similar harmful programming routines, (d) END USER may not use the Software Product or the Services for any unlawful purpose, (e) END USER may not use the Software Product or Services in a manner that may damage, disable, overburden or impair either the Services or the networks connected to the Services, (f) END USER may not attempt to gain unauthorized access to the Services, including but without limitation, through hacking or password mining, (g) END USER may not use the Software Product or Services to collect information about third parties, including and without limitation, e-mail addresses. As part of END USER's subscription to the Services, END USER must select a user name and choose a

password for access to END USER's account and to END USER's designated computers. END USER agrees to carefully safeguard all of END USER's passwords and account information. END USER is solely responsible if END USER does not maintain the confidentiality of END USER's passwords and account information. END USER is solely responsible for any and all activity that occurs under END USER's account. END USER agrees immediately to notify BACKUP EVERYTHING of any unauthorized use of END USER's account or any other breach of security known to END USER, including if END USER believes END USER's password or account information has been stolen or otherwise compromised. Access to, and use of, password-protected and/or secure aspects of the Services are restricted to authorized users only. BACKUP EVERYTHING is not liable for any loss incurred by END USER, resulting from another's use of END USER's password or account information. END USER shall not access or use someone else's account at any time, without the permission of the account holder. BACKUP EVERYTHING does not send emails asking for an END USER's username and/or password. END USER agrees to keep all usernames and passwords confidential.

5. Payment of Fees

In consideration of the Services provided to END USER by BACKUP EVERYTHING and END USER's use of the Software Product and/or Services, END USER agrees to pay BACKUP EVERYTHING by authorized credit card the then applicable fees ("Fees"), together with all applicable taxes. BACKUP EVERYTHING's pricing plan can be viewed here: www.backupeverything.co.uk/prices.php. END USER has thirty (30) days from the date that any discrepancy appears in END USER's statement or any invoice to notify BACKUP EVERYTHING in order to receive an adjustment or credit, after which time, all Fees will be deemed correct. END USER may cancel END USER's subscription to the Services prior to the renewal period by providing BACKUP EVERYTHING with five (5) days written notice by e-mail or letter. If END USER cancels the credit card provided to BACKUP EVERYTHING or the card is otherwise terminated, END USER must immediately provide BACKUP EVERYTHING with a new valid credit card number. END USER authorizes BACKUP EVERYTHING, from time to time, to undertake steps to determine whether the credit card number provided to BACKUP EVERYTHING is a valid credit card number. In the event that END USER does not provide BACKUP EVERYTHING with a current valid credit card number with sufficient credit upon request, END USER will be in violation of this Agreement and will no longer be entitled to make use of the Service and/or the Software Product.

6. Term of Agreement

This Agreement shall be in effect from the time END USER installs the Software Product or accesses any of the Services and accepts the terms and conditions of this Agreement, and shall remain in effect for so long as the END USER has paid all applicable Fees for the Software Product and/or subscribes to the Services unless this Agreement is otherwise terminated. This Agreement will terminate upon the conditions set forth in this Agreement or if END USER fails to comply with any term or condition of this Agreement, including failure to pay any applicable Fees. In addition, BACKUP EVERYTHING may terminate this Agreement without cause by providing END USER with thirty (30) days prior notice by e-mail. In addition, BACKUP EVERYTHING reserves the right, in its discretion, to disable and/or terminate an END USER's access to the Software Product and/or Services if it is advised of an END USER violating the terms and conditions of this Agreement (including, without limitation, any allegation that any Content violates the intellectual property

rights of any third party). END USER agrees upon expiration or termination of this Agreement to immediately un-install the Software Product and destroy all copies of the Software Product in its possession and/or under its control. Upon the expiry or termination of this Agreement for any reason, BACKUP EVERYTHING may, at its discretion, immediately purge END USER's data from its systems, including but not limited to, account information, users, settings, and any Content that may be stored by BACKUP EVERYTHING.

We may revise these Terms from time to time and the most current version will always be posted on the Backup Everything website (www.backupeverything.co.uk) on the Prices Page. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised terms and conditions. If you do not agree to the revised terms and conditions, please stop using the Services.

7. Disclaimer of Warranty

THE SOFTWARE PRODUCT AND ALL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. USE OF THE SOFTWARE PRODUCT AND ALL SERVICES IS AT END USER'S OWN RISK. BACKUP EVERYTHING AND ITS RESELLERS DO NOT WARRANT THAT THE SOFTWARE PRODUCT OR SERVICES WILL MEET THE END USER'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE PRODUCT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR SECURE OR ACCURATE OR COMPLETE OR CURRENT. WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, THIS DISCLAIMER EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OR CONDITIONS ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

8. Backup Everything OnTheGo

The unlimited offering for Backup Everything OnTheGo is for end users to backup only Computer Files and Documents, it does not apply to pictures, music, videos, NAS boxes, servers, desktops, workstations or any other device. Applicable to Laptop, Mobile or Tablet with maximum 3 devices per user. Any user not backing up from these machines or backing up non file data then Backup Everything reserves the right to cancel all services with immediate effect and delete this data. Backup Everything will not be held responsible for loss of data if the user has breached the service in accordance with the terms.

9. Additional Provisions for Beta Services

If any of the Services is identified as a beta version of such Service ("Beta Service"), the following additional provisions apply and supersede any provisions of this Agreement which contradict the provisions contained in this Section: (a) END USER acknowledges that the Beta Service is not at the level of performance and compatibility of a final, generally released product offering and may not operate properly, may contain "bugs", and may be substantially modified by BACKUP EVERYTHING prior to commercial release; (b) END USER'S license to or ability to make use of such Beta Service expires upon availability of a commercial release of that Beta Service from BACKUP EVERYTHING; (c) the Beta Service may only be used for testing and evaluation purposes and may not be redistributed; and (d) END USER agrees that such Beta Service is provided "as is, where is" without warranty or condition of any kind and BACKUP EVERYTHING disclaims any liability obligations to

END USER or any third party of any kind with respect to such Beta Service. END USER acknowledges that BACKUP EVERYTHING has not made any representations, promises or guarantees that the Beta Service will ever be announced or made available to anyone in the future. END USER will be asked to provide feedback regarding the Beta Service and END USER hereby grants to BACKUP EVERYTHING a perpetual, royalty-free worldwide license to use and/or incorporate such feedback into any BACKUP EVERYTHING product or service (including the Beta Service) at any time at the sole discretion of BACKUP EVERYTHING. END USER ACKNOWLEDGES AND AGREES THAT END USER WILL BE OBLIGATED TO PAY FEES FOR THE SERVICES FORMING THE BETA SERVICE ONCE A COMMERCIAL RELEASE OF THE BETA SERVICE IS MADE AVAILABLE BY BACKUP EVERYTHING.

10. General Provisions

(a) Survival. The limitations of liability and ownership rights of BACKUP EVERYTHING and its third party suppliers contained herein and END USER's confidentiality obligations and other obligations following termination of this Agreement shall survive the termination of this Agreement for any reason.

(b) Amendment. Except as otherwise provided for in this Agreement, no amendments or modifications may be made to this Agreement except in writing signed by both parties.

(c) Severability. If one or more provisions of this Agreement are found to be invalid or unenforceable, this Agreement shall not be rendered inoperative, rather the remaining provisions shall continue in full force and effect.

(d) Conflicting Terms. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior communications.

(e) Language. The parties agree that this Agreement be drafted in English.

(f) Governing Law. This Agreement shall be governed by the laws of the Province of Ontario. The parties hereby agree to the non-exclusive jurisdiction of the courts of the Province of Ontario. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods and any state Uniform Computer Information Transactions Act or similar federal, provincial or state laws or regulations.

(g) Headings. The section headings used herein are for convenience of reference only and do not form part of this Agreement, and no construction or inference shall be derived therefrom.

(h) Force Majeure. Neither party shall be liable for any performance failure, delay in performance, or lost data under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by any causes beyond that party's reasonable control, including, without limitation, failure of suppliers, subcontractors, and carriers.

(i) Benefit of the Agreement. This Agreement is binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns.

11. Payment of Fees

In consideration of the Services provided to END USER by BACKUP EVERYTHING and END USER's use of the Software Product and/or Services, END USER agrees to pay BACKUP EVERYTHING by authorized credit card the then applicable fees ("Fees"), together with all applicable taxes. BACKUP EVERYTHING offers END USER the opportunity to subscribe to the monthly or annual subscription Fees, as applicable. The BACKUP EVERYTHING Software Product is an automatically renewing Service. Unless you cancel or notify BACKUP EVERYTHING that you do not want your account to auto-renew, you agree that BACKUP EVERYTHING will charge the then applicable Fees and END USER authorizes BACKUP EVERYTHING to make this charge to the credit card associated with END USER's account. BACKUP EVERYTHING's pricing plan can be viewed here: www.backupeverything.co.uk/prices.php END USER has thirty (30) days from the date that any discrepancy appears in END USER's statement or any invoice to notify BACKUP EVERYTHING in order to receive an adjustment or credit, after which time, all Fees will be deemed correct. END USER may cancel END USER's subscription to the Services prior to the renewal period by providing BACKUP EVERYTHING with five (5) days written notice by e-mail or letter. Fees paid for subscriptions to the Services are non-refundable. If END USER purchased an annual plan and opts for a monthly payment plan, END USER may cancel subscription provided that END USER will not receive a refund of the annual subscription Fees or any pro-rated portion thereof. END USER shall monitor and maintain account within all plan-specified limits. In the event END USER usage exceeds subscription limit, END USER agrees BACKUP EVERYTHING may, in its sole discretion, (i) upgrade END USER to a plan to address this excess usage and charge END USER for such excess usage by authorized credit card, or (ii) suspend END USER account until END USER manually upgrades to a plan to address this excess usage or END USER manually decreases the amount of data stored to an amount equal to or lower than the END USER subscription limit, and/or (iii) terminate END USER account for cause. Usage and associated charges for excess usage shall be determined based solely upon BACKUP EVERYTHING's collected usage information. Unused monthly or annual allotments shall not accrue or carry over. Upon any upgrade or increase to subscription, END USER shall be responsible for the new Fees. If END USER cancels the credit card provided to BACKUP EVERYTHING or the card is otherwise terminated, END USER must immediately provide BACKUP EVERYTHING with a new valid credit card number. END USER authorizes BACKUP EVERYTHING, from time to time, to undertake steps to determine whether the credit card number provided to BACKUP EVERYTHING is a valid credit card number. In the event that END USER does not provide BACKUP EVERYTHING with a current valid credit card number with sufficient credit upon request, END USER will be in violation of this Agreement and will no longer be entitled to make use of the Service and/or the Software Product.

12. Trials and Promotions

From time to time, BACKUP EVERYTHING may offer certain trials or promotions to new END Users. BACKUP EVERYTHING reserves the right to, in its sole discretion, to at any time (without any liability thereof) discontinue, modify, suspend, reorganize or terminate any such trials and promotions. Any trial or promotion will be subject to the terms and conditions of such trial or promotion, but in no event whatsoever shall any trial or promotion modify or change any of the terms and conditions of this Agreement.

13. RESELLER TERMS

All resellers agree to the following terms once a package has been agreed with Backup Everything either via signing up direct from the website or via a sales advisor with the Backup Everything Team.

- You must not tarnish the Backup Everything brand and deliver all services that are in line with the Backup Everything brand at all times, Backup Everything will not contact any of your customers
- You must provide support to all your customers, Backup Everything will not offer support or service to your customers.
- You are not authorized to use the Backup Everything logo, text and design from the website for marketing purposes without seeking prior consent. This applies to keywords and domains that have Backup Everything as well.
- We will hold you liable for any breach of terms by your customer, therefore it is imperative you have terms agreed with your customer if applicable in line with the Backup Everything terms.
- Backup Everything reserves the right to change or amend fees to the reseller, any change will be made with a 30 day notice and will be taken into effect a further 30 days from the initial 30 day end date.
- Invoices are sent 1 week prior to the due date, if no payment is made within 1 week of the due date then Backup Everything reserves the right to serve immediate notice of one month. If no payment is made within this month, then Backup Everything reserves the right to cancel and delete all end user accounts or if applicable contact your customer to continue the service.

14. Files, Software and Support

Backup Everything allows all users to download the software to use on their Desktops, Laptop, Server, Mobile or Tablet if they agree to the terms listed in this agreement. All updates are included in the service however Backup Everything takes no responsibility or liability if the software or any update causes the user's device to stop functioning or get corrupt.

The user provides and selects what files or folders they want to backup, we do not have access to the files and have no rights on them. We will not share any content with legal entities unless authorized by you. You can only backup data from within your organisation if you have consent from the owner of the business or person responsible for managing the backups. Backup Everything holds no responsibility for any data uploaded.

It is the users responsibility to manage their own backups, Backup Everything has no responsibility to provide a managed or monitored service. Users must check on a regular basis if the backups have taken place and we hold no responsibility if the software has failed to run resulting in missed

or failed backups. Backup Everything will not be liable for any loss or corruption of your files, or for any costs associated with backing up or restoring any of your files.

All support enquiries must be emailed to support@backupeverything.co.uk, all enquiries will be responded to within 24-48 hours.

15. Password

You are responsible to keep your username and password safe and not disclose to any 3rd party. The password can be changed at any time, however Backup Everything does not store any passwords. If the password is lost, then Backup Everything can resent the password upon request.

16. Other Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY THE LAWS OF ENGLAND AND WALES EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN ENGLAND AND WALES, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and Writelatex with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Writelatex's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Backup Everything may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Backup Everything and you are not legal partners or agents; instead, our relationship is that of independent contractors.

17. Additional Terms

You are only permitted to backup internal data stored on Servers, Desktops, Laptops and Mobiles. If your data usage exceeds the agreed limit then the package will be automatically upgraded to meet the new stored amount. Backup Everything will email the new fee and if the user does not agree they have the right not to accept the increase and delete data to fall within the prior agreed limit within 7 days. If no communication has been received to the contrary, we will assume the new fee has been accepted. In any case you must always keep a copy of the original data. If no computer has connected for more than 60 days, Backup Everything reserves the right to delete the data.

18. Termination

The reseller or end user can serve notice to Backup Everything by giving 30 days' notice, if notice is served within 2 days of a recent payment, then no further payments will be due. Any notice served after 2 days of a recent payment will be liable for the next month's fee. All fees are payable in advance for the month ahead and package agreed.

19. 5GB Free Forever

This entitles 1 user licence which can be used for installation on a desktop, laptop, server or mobile. Backup Everything reserves the right to withdraw this promotion at any time or charge for usage over 5GB at the rate stated on the website. If any user has data stored over 5GB and does not respond to any emails confirming they will be charged for the actual amount stored nor does not pay any invoice sent within 7 days. Backup Everything has the right to suspend or cancel the account with immediate effect and delete all data.

This is a self-install setup, there will be limited or no support with all non-paying users. If support is required then any free user can upgrade to our min 100GB package. Any reasonable support request for free users will be responded to within 5 days.

20. Copyright Policy

This website and its content is copyright of Backup Everything - © Backup Everything. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

You may print or download to a local hard disk extracts for your personal and non-commercial use only.

You may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.