

IHOME BACKUP TERMS & CONDITIONS

By the Subscriber (you, your) downloading and/or using the ihome Backup Service, you have read, understood and accept these Terms and Conditions and the End User Software License Agreement and are bound by them.

If the Subscriber breaches any of these terms, ihome services (we, us, The Company) reserves the right to immediately suspend the account and investigate further.

1. INTERNET BACKUP SUBSCRIPTION SERVICE DEFINITION

This service is provided by Aspect IT Limited, Trading as ihome services.

Aspect IT Limited, Saddleworth Business Centre, Huddersfield Road, Delph, Oldham.
Company Registration number 04793847.

The service functions by installing a software application on the Subscribers MAC, PC or Server. This software will backup designated files, data, etc to ihome's backup server over the Internet.

2. SYSTEM REQUIREMENTS

The Subscriber must:

- have a MAC, PC or Server to install the backup client software (designated PC);
- have a Broadband Internet Connection (or better);
- a valid email address to receive backup notifications.

Supported Platforms:

- | | |
|---|--|
| <input type="checkbox"/> Windows 2000(SP2)1 / XP(SP2)1 / 2003 (server recommended); | <input type="checkbox"/> HP-UX; |
| <input type="checkbox"/> Linux kernel 2.2 or above 2; | <input type="checkbox"/> FreeBSD; |
| <input type="checkbox"/> NetWare 5.1 or above; | <input type="checkbox"/> Mac OS X 10.2 or above; |
| <input type="checkbox"/> UNIX; | <input type="checkbox"/> All other operating systems that supports Java2 Runtime Environment 1.4.1 or above. |
| <input type="checkbox"/> Solaris 2.x or above; | |
| <input type="checkbox"/> AIX; | |

Hardware:

- 512MB (minimum), 1GB (recommended);
- Disk Space: 300MB.

Network Protocols:

- TCP/IP (HTTP / HTTPS).

3. IHOME SERVICES OBLIGATIONS

ihome services will:

- will provide the Subscriber with a backup service over the Internet;
- will perform all services with reasonable skill, care and attention;
- for support and help:
 - o will provide support Monday to Friday, 9am to 5pm (excluding Public Holidays and excluding in-between Christmas and New Year (when the office is closed));
 - o will endeavour to address issues and queries in the shortest possible time period;
 - o will address issues by the most efficient means available and may include telephone support and remote access. If the issue cannot be resolved using these methods, then a site visit may be arranged.

4. EVALUATION USERS

ihome Services offers a free, no obligation, 30 day trial.

The trial can only be used for evaluating the service and ensuring it meets with your requirements.

ihome services will not accept any liability or responsibility for any data backed up during the trial period or the availability of the backup service.

At the end of the 30 day trial, the Subscriber must enter into a contract or uninstall the software and will have no further rights to use the software.

5. ASSISTED INSTALLATION

When the Subscriber requests ihome services to provide the Assisted Installation service, then ihome services will request specific information from the Subscriber so they can successfully carry out the request.

The Subscriber agrees to provide all the necessary information and/or access to allow ihome services to assist with the installation. This may include passwords for equipment, etc.

ihome service will provide the Subscriber with an estimated cost before installation and will require written authorisation from the Subscriber before the agreed installation date.

The assisted installation can be performed either through the use of remote access software or by an onsite visit to the Subscribers premises.

If an onsite installation is required, the Subscribers site must be within a 40 mile radius from the ihome services head office otherwise ihome services will invoice for travelling charges. If all the required information is not supplied by the Subscriber for an onsite installation, then the installation charge will be charged.

When the installation has been completed, ihome services will provide the Subscriber with a detailed sheet outlining the work performed and the data that is backed up. It is then the responsibility of the Subscriber to make any necessary alterations or changes to the backup configuration and to monitor the backups.

6. SUBSCRIPTION TERM

Upon acceptance of these terms and by using the software, you agree to a 6 month minimum contract.

The contract will automatically renew at the end of the 6 month period for a further 6 months.

The trial period does not form part of the 6 months subscription and the subscription commences at the end of the 30 day trial.

If the Subscriber does not renew the Subscription, then ihome services reserves the right to remove any backup data without notification.

7. SUBSCRIPTION TERMINATION

The Subscriber must provide a written notification to terminate the contract 30 days before the subscription expiry date. This must be sent to ihome service's head office.

ihome services may terminate this subscription immediately and without notice if the Subscriber violates any clause of this contract or fails to pay a monthly fee 30 days after the due date.

On termination of the subscription, ihome services reserves the right to delete all the Subscribers backup data from its servers without notification.

No refund is available upon termination of the subscription.

8. PAYMENT AND FEES

All payments must be made in advance to the subscription commencement or renewal.

An invoice will be sent to the Subscriber 2 months prior to any renewal date.

If a monthly payment is 30 days late or more, then ihome services reserves the right to withdraw the service and remove any backup data without notification.

Installation charges and full data restores must be paid within 30 days from the date of invoice.

Fees are calculated from the amount of data backed up to the ihome services servers.

Payments can be made via cheque, standing order, BACS transfer, or credit/debit card.

All prices are inclusive of VAT unless otherwise stated.

ihome services reserves the right to increase any prices but will provide the Subscriber with 3 calendar months notice.

9. UPGRADING YOUR STORAGE LIMIT

When a Subscriber reaches their storage limit, ihome services will send a notification email. It is the responsibility of the Subscriber to increase their storage limit or reduce the amount of data to be backed up. The backup service will not backup any additional data.

Upgrades to storage limits will only be performed upon receipt of payment for the additional cost. The amount will be calculated as the difference between the original monthly fees and the new revised monthly fees.

To upgrade your storage limit, please contact ihome services directly.

There may be an upgrade charge.

10. DATA BACKED UP

The Subscriber is solely responsible for all their data and agrees not to:

- use this service for any illegal purposes;
- backup data that is racially or sexually motivated, destructive, pornographic, illegal, would offend and/or violate any law in any country;
- backup any viruses or spyware or rootkits;
- backup any files infected with viruses or spyware or rootkits;
- backup any illegal software.

ihome services reserves the right to deem other material to be inappropriate and use its own discretion.

If ihome services has any suspicion that the Subscriber is backing up any data that relates to the above, ihome services has a right to inspect the data and cancel the subscription contract.

11. DATA RECOVERY

Data recovery can be performed in 2 methods and can only be performed on successful data backup sets.

11.1. User Recovery

The Subscriber is able to recover and restore files from their backups as required. This is done by using the installed backup software or via the web interface.

11.2. Full Recovery

Definition: Full Data is all the Subscribers data held on the server at ihome services.

A Subscriber can request all the data at any time and ihome services will provide the data on DVD's or a suitable USB external hard disk drive.

12. CONFIDENTIALITY

The Subscriber is entirely responsible for maintaining the confidentiality of their account details, passwords, and encryption keys.

If ihome services believes there has been a security breach, ihome services shall have the right to take whatever action it deems necessary to stop this breach.

The Subscriber agrees to take all reasonable steps to keep the configuration settings and IP addresses of ihome services confidential unless the information has been released by ihome services into the public domain.

ihome services will not under normal circumstances access, read or copy data backed up except for the purpose of enforcing these terms and conditions and implementing this service.

13. SECURITY

ihome services will make all reasonable efforts to keep the server and its services and data secure but cannot make any guarantee it will be free from viruses, spyware, rootkits, disruptions, unauthorised users or hackers.

14. SERVER RESOURCE USAGE

ihome services reserves the right to suspend any Subscriber that uses excessive system and server resources. This includes data transfer and server CPU and memory usage.

15. RESELLING

The Customer is not allowed to resell any portion of this service or backup other third parties files.

16. LIMITATION OF LIABILITY

ihome services will not accept responsibility for any data that has not been backed up to its servers.

Neither party shall be liable for any breach of this agreement, failure of any software or hardware and any damage to assets that is either directly or indirectly caused by Force Majeure or is beyond their reasonable control.

ihome services shall in no way, under any circumstances, be liable for data that has not been backed up to its servers.

ihome services does not warrant that any of its services or products:

- will operate without any kind of disruption;
- are error free;
- are virus free;
- will meet the customers needs;
- will meet any specification not agreed by ihome services.

ihome services will not be held liable or responsible for losses if the Subscriber has:

- not backup up the correct files;
- not stored files in the correct directory for the backup;
- not monitored their backups and duly notified ihome services of any issues;
- issues with or failures of their equipment and/or Internet connection.
- breached any part of the subscription contract;
- failed to comply with the subscription contract.

ihome services will not be held liable or responsible for losses due to delays to the backups or data not being backed or loss of data because of:

- Internet disruptions;
- problems at the Subscribers network, equipment, PC, and/or connections;
- Internet down time;
- viruses or any form of destructive mechanisms or actions.

ihome services is not liable for any losses due to data not being received by Aspect IT including:

- the loss of profits, turnover revenue, income, use, savings, business, contracts or any other income;
- any consequential loss or damage, whether direct or indirect;
- any loss (direct or indirect) resulting from liability of the Customer to any third person;
- any loss from third party hardware/software/services because the Customer chose to use ihome services service or advice.

If ihome services is found to be liable for negligence to the Subscriber, breach of contract, or any other cause/action that arises out of this contract then such liability cannot and shall not exceed the annual subscription charge for that particular year in which the liability arose.

17. INDEMNITY

The Subscriber agrees to indemnify, keep indemnified, and hold harmless ihome services from any claim brought against ihome services resulting from your use of the Service provided to you and your use of the server, and in respect of all losses, costs, claims, expenses, damages, proceedings, or other liabilities whatsoever and howsoever incurred by us in consequence of your use of the Service or your breach or non-observance of these terms and conditions.

18. ALTERATIONS

ihome services reserves the right to add, delete and/or modify these terms and conditions without notice.

We may issue notification via the contact details supplied by the Customer and we will believe them to be correct at the time of sending unless otherwise notified.

19. SUB-CONTRACTORS

ihome services is entitled to use the services of sub-contractors or other such agents to perform any of the tasks required to meet this agreement and obligations hereunder.

20. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

21. SEVERABILITY

If any of the provisions of this Agreement is found by court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.