

## Terms & conditions

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1. Definitions GoBackups means GoBackups, and any agents, contractors or employees of GoBackups. You means the customer who has requested the GoBackups Services and your employees agents or any other person who uses your account, login or password, with or without your authorisation. The Commencement Date of this agreement is the earlier of: the date that your application to GoBackups for access to the GoBackups Service; or the date that you first used the GoBackups Service. The GoBackups Service means the provision of backup services over the Internet and World Wide Web, including any associated setup or configuration procedures taken by You to gain said access. GoBackups Services means provision of backup services over the Internet and the World Wide Web via the GoBackups / GoHosting Service. You are deemed each time that you access the GoBackups Service to have checked these conditions for any changes and GoBackups strongly encourages you to do so.

2. GoBackups Services GoBackups will endeavor to provide service to you as soon as possible after you complete the relevant sign up forms. This will usually be within four working days. If GoBackups is unable to provide the service you have requested, you will be informed with 5 working days and you will receive a full refund for any charges paid for that service. GoBackups will provide You with GoBackups Services in such a manner as GoBackups deems fit. You agree to provide all the hardware required to properly use the GoBackups Service unless otherwise agreed with GoBackups. GoBackups reserves the right to alter the nature of the GoBackups Service at any time.

3. You Agree to Pay You agree to pay to GoBackups the fees in respect of the GoBackups services provided. The fees are required to be paid by You to GoBackups within 7 days of the dispatch of the invoice. Invoices electronically via E-Mail. GoBackups reserves the right to alter the amount and nature of its Fees. GoBackups will give You notice of any changes to Fees either electronically or in writing. You will get fourteen (14) days notice of the changes to the Fees. If You do not wish to continue to use the GoBackups Service You are required to notify us within that fourteen (14) days period of the same and GoBackups will disconnect your account. If You do not respond we will assume that you have accepted the revised Fees. If You do not pay your Fees within the specified period we reserve the right to charge You interest at the rate of 12% per year accruable daily from the due date for payment until the date that the payment is received by GoBackups. GoBackups also reserves the right to require you to pay an administrative charge for late payments. You acknowledge that you are responsible for all Fees incurred by anyone using your account login or password regardless of whether or not You have authorised them to do so. Accordingly we strongly advise that You take all appropriate action to ensure the absolute security of your account login and password details. If You provide a credit card or direct debit authority, it will be debited upon renewal unless You instruct otherwise. 14 days notice is required if You do not want a payment to be charged against an existing credit card or direct debit authority.

4. Fees Fees are payable in advance. The amount of the Fees is contained online at [www.gobackups.com.au](http://www.gobackups.com.au)

5. Content of Information You agree to use the GoBackups Service only in accordance with the Acceptable Usage Policy. You agree to comply with all the reasonable directions and instructions of GoBackups in relation to use of the GoBackups Service. You agree to observe all relevant laws in the State or Territory in which you reside relating to the use of the Internet. Subject to this agreement, GoBackups recognises the customer's wishes for privacy and does not purport to exercise control or supervision over the content of information accessed or provided via the GoBackups Service. However, if GoBackups for whatever reason becomes aware of a breach of the Acceptable Usage Policy then it reserves the right to immediately; Without notice remove any data provided by or to You Terminate or suspend the provision of the GoBackups Services to You Provide a copy of the infringing material to any authority empowered by law to request the same You acknowledge that GoBackups will have access to your encrypted data you create and access, and whilst GoBackups does not know your encryption key and will respect your privacy we may be required to examine the data from time to time. You agree in those cases that GoBackups will not be held liable by You for any alleged breach of confidentiality or privacy.

6. Acceptable Usage

You must NOT carry out any actions which: are Illegal breach any legislation of the State or Territory in which You reside or operate, or of the Commonwealth of Australia Constitute mail bombing/flooding to any user of any system Constitute the generation and distribution of viruses or any type of malicious software however described Are designed to gain access to any Service or data holdings for the purposes of causing damage or harm involve obtaining, utilizing or distributing software illegally or using software for which You do not have a license send excessive unsolicited communications run programs on the GoBackups Service which are intended to open sockets or ports and keep them open waiting for data store or transfer any material which describes in any detail hacking, cracking or any other illegal or undesirable techniques store or transfer material which is offensive or indecent infringes the intellectual property of any third party are of a fraudulent or a defamatory nature. are intimidating threatening or harassing in nature. are other matters that GoBackups in its complete discretion may determine is unacceptable or undesirable.

7.

Disclaimer GoBackups will endeavour to provide the GoBackups Service to You to the best of its ability. However from time to time there will need to be proper maintenance of the GoBackups Service and at some times GoBackups may not be able to provide You with the backup service. GoBackups will endeavour to minimise down time and where possible schedule such down time at a time least likely to inconvenience You. GoBackups discloses that its Internet services are provided pursuant to a Head Agreement with upstream data providers. If for any reason there is a problem with the provision of services from upstream data providers to GoBackups this may also effect the supply of the GoBackups Services to You. Due to these factors GoBackups can give You no warranty or guarantee in relation to the availability of the GoBackups Services at all times. Similarly it gives no warranty or guarantee in relation to the performance, features or compatibility of any co-operating electronic mail Service or connected Internet service.

8. Indemnity You indemnify GoBackups and hold GoBackups harmless against any damages arising from any claims brought by You or any other person against GoBackups from your use of the GoBackups Service, your negligence or your breach of this agreement.

Except as provided by the contrary by Legislation you acknowledge that GoBackups is not under any liability to You in respect of any loss or damage which you may suffer from the provision of the GoBackups Service or its inability to do so. In particular GoBackups accepts no liability for any loss of business, personal discomfort or any other damages arising from or alleged to have arisen from the loss of or non-provision of services to You or any third party. We specifically exclude any implied warranties from this Agreement. If by Legislation we are required to give a warranty as to services then You agree that our liability for any breach of such warranty is limited to the supply of the GoBackups Service again; or the payment of cost of having the GoBackups Service supplied again.

9. Protection of DataGoBackups advises that whilst it will use its best endeavours to preserve the integrity of your data, it is NOT liable for any damage or loss caused by loss or damage to your data. GoBackups strongly advises You that You should prepare and maintain independent backup files of all data provided or accessed under the GoBackups Service.

10. Our Right of TerminationGoBackups is entitled to immediately terminate this agreement without any requirement to notify You in the event that; We discover that You have breached this agreement You become bankrupt or go into liquidation or have a receiver appointed to You or assets You own any account payable by You remains unpaid for a period in excess of seven (7) days for any other reasonable matter that GoBackups in its complete discretion decide. In addition to our right of termination we can also without notice suspend your account if your account is overdue. If we then chose to reconnect the account - which we are not obliged to do - You will be required to pay the necessary reconnection fee.

11. RefundsIf GoBackups is unable to provide the service you require, you will be entitled to a full refund, or where the service was provided for part of the billing period, you will receive a refund for the portion of the period where service was not provided. Where possible, refunds will be paid using the same method as the initial payment. If this is not possible then you will receive a cheque refund.

12. PrivacyGoBackups will collect information from you personally or your company, during the sign up process. This information will be used internally by GoBackups to provide the requested service GoBackups will never release your private information to a third party without your prior consent, unless required to do so by law. GoBackups reserves the right to identify your domain name and business name to future potential customers for the purposes of publicity and promotion.

13. Credit Card InformationGoBackups uses the [www.directone.com.au](http://www.directone.com.au) payment gateway for all credit card processing. Customer credit card details are not stored on the GoBackups Service. All transmission of credit card information takes place within an 128 bit encrypted SSL tunnel

14. MiscellaneousIf any goods and services tax or value added tax or any similar tax is imposed or arises as a result of this agreement then that is a cost that You must pay in addition to The Fees. You acknowledge that this agreement can not be assigned by You to any one else without consent from GoBackups. However GoBackups can assign its rights under this agreement without your prior written consent. Any assignee to whom GoBackups sells its rights will be required to notify You if the same occurs. Unless otherwise agreed the relevant law to apply to any dispute that arises between GoBackups and You is the Law of the Australian Capital Territory.