

USER AGREEMENT/TERMS AND CONDITIONS

Definitions 1.1 In this License unless the context otherwise requires:

"**Agreement**" means these terms and conditions.

"**Backup**" means the process of transferring Data from your COMPUTER to Dove Computer Solutions Ltd's Server for storage.

"**The Services**" means the services offered by Dove Computer Solutions Ltd for Data storage.

"**Dove Computer Solutions Ltd's Server**" means the computer system, owned by Dove Computer Solutions Ltd, supplied by an Internet Service Provider or supplied by another third party and used to provide Dove Computer Solutions Ltd's Services, its Web Site and other ancillary functions.

"**The computer**" means the server, laptop or desktop computer that you use.

"**Data**" means any programs, data or other information copied, or to be copied from your computer for storage during a Backup.

"**The Documentation**" means the documentation, in whatever form supplied, on how to use the Software.

"**Photograph**" means a photograph as defined in s84(3) of the Criminal Justice and Public Order Act 1994 and includes the negative as well as the positive and data stored on a computer disc or by other electronic means capable of conversion into a photograph.

"**The Proprietary Software**" means the computer programs used by Dove Computer Solutions Ltd or an Internet Service Provider.

"**Pseudo-photograph**" means an image, whether made by computer-graphics or otherwise howsoever, which appears to be a photograph, as defined in s84 (7) of the Criminal Justice and Public Order Act 1994.

"**The Service**" means the On-Line Backup service as defined in the service level statement.

"**The Service Level Statement**"

means the then current description and level of service statement as maybe amended and posted on the Dove Computer Solutions Ltd web site from time to time.

"**The Software**" means the computer program supplied to enable your Data to be stored on Dove Computer Solutions Ltd's Servers.

"**The Subscription Fee**" means the monthly amount payable (if any) for The Services.

"**Web Site**" Means a site at which text, graphics, data, files and information are stored electronically and access to which is made available to organisations and the general public via the Internet.

2 Grant of License You are not permitted to install or run the Software or use the Documentation that will be supplied to you without the permission of Dove Computer Solutions Ltd. Dove Computer Solutions Ltd will grant you a License in consideration of your:

2.1 agreements to the following terms and conditions;

2.2 subscription to The Services (your "Subscription"); and

2.3 continuing payment of the Subscription Fee, where appropriate.

3. Permitted Acts by You are permitted to do the following:

3.1 load the Software on computers which are under your control at all times and use it to store Data;

3.2 use the Software to Backup your computer;

3.3 use the Documentation in connection with the permitted use of the Software;

3.4 transfer the Software from one computer to another provided that the Software is used on only one computer at a time;

3.5 make a backup copy of the Software in support of your permitted use of the Software provided you label the backup copy with Dove Computer Solutions Ltd's copyright notice - any other copies of the whole or any part of the Software are prohibited;

3.6 use the Software for your personal use or in your business or profession - permitting unauthorised access to, copying or use of the Software and Documentation is a breach of this Agreement.

4. Term and Termination

4.1 The License will continue until terminated. You consent to the commencement of the service immediately. This removes your right to cancel under the Distance Selling Regulations

4.2 Your License to use the Software and Documentation will terminate immediately and automatically if your Subscription is terminated, your payments cease or we do not receive full, cleared payment for any reason (or if payment is returned or removed from us) and in any of these events the cost (including the administrative costs) to us of dealing with that issue will be added to the money due to us from you.

4.3 Your License will also terminate immediately and automatically if you fail to comply with any of the terms of this agreement.

4.4 Your License will also terminate without further action or notice by Dove Computer Solutions Ltd 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 Dove Computer Solutions Ltd may terminate your License at any time upon giving you at least one month's notice, such notice to end on the last day of a calendar month.

4.6 Following termination of your License, for whatever reason:

4.6.1 You will destroy the Software and Documentation together with all copies in any form, including copies on your hard and backup disks;

4.6.2 Any use of any copies of the Software or Documentation will be unlawful; and

4.6.3 You authorise and consent to Dove Computer Solutions Ltd, after 30 days, being able to delete your stored Data without liability for loss or damage.

4.7 Termination by you will only be accepted via email from the customer's own email domain or through fax or through the post. Absolutely no termination instructions will ever be taken from a customer over the telephone.

5. Disclaimer

5.1 In no event will either Dove Computer Solutions Ltd or its suppliers be liable for any direct, indirect, consequential, incidental, or special damage or loss of any kind (including without limitation loss of profits, loss of contracts, business interruptions, inability to restore data, loss of or corruption to data) however caused and whether arising under contract, tort, including negligence, or otherwise except that required by (or not allowed to be excluded by) law.

5.2 If any exclusion, disclaimer or other provision contained in this Agreement is held invalid for any reason and Dove Computer Solutions Ltd becomes liable for loss or damage that could not otherwise be limited, such liability, whether in contract, negligence or otherwise, will not exceed the amount actually paid by you for the Service.

5.3 Dove Computer Solutions Ltd does not exclude or limit liability for: 5.3.1 death or personal injury resulting from an act or negligence of Dove Computer Solutions Ltd; or

5.3.2 damage caused by a defect in the Software within the meaning of the Consumer Protection Act 1987 Part I.

5.4 You acknowledge that the allocation of risk in this Agreement reflects the price paid for the Software and also that it is not within Dove Computer Solutions Ltd's control how and for what purposes the Software and the Service are used by you and that Dove Computer Solutions Ltd has no knowledge of the data you intend to use the Software for, its value or use.

6. Entire Agreement

6.1 This Agreement constitutes the entire agreement between the parties and with the exception of any fraudulent misrepresentations, supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Agreement.

6.2 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of employer and employee or principal and agent between the parties.

7. Notices Any notice, request, instruction or other document to be given under the Terms and Conditions shall be delivered or sent by first class post, email or by facsimile transmission (such facsimile transmission notice to be confirmed by letter posted within 12 hours) to the postal address, email address or to the facsimile number of the other party set out in this agreement (or such other addresses or numbers as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered or sent by email) at the time of delivery, (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission) upon the expiration of 12 hours after dispatch.

9. Law This agreement shall be governed by and construed in accordance with English law and the parties here to agree to submit to the non-exclusive jurisdiction of the English courts.

10. Payment All invoices must be paid in full within 30 days of issue. There is a minimum charge of £14.95 per month charged on all accounts regardless of whether the service is used or not, or whether there is any data stored in the account. Subject to our right to strictly enforce our rights in Section 5.2 above, accounts that fall into arrears will be suspended, which will disable the automatic backup process. A suspended account will continue to accrue storage charges. A £25.00 reconnection fee may be charged per account to reactivate after suspension. Suspended accounts that are not settled within 120 days will be cancelled, with the deletion of stored data, and sent to a collection agency. Any fees associated with recovering the owed balance will be added to the sum owed during the license period.