



## **Terms & Conditions / Website acceptable use policy** *(January 2007)*

Welcome to the Start Backup website, which has been developed to provide you with all the relevant information regarding our products and services. It also gives you the contact information as well as providing access to our service.

If you use our website (the "Website"), you are regarded as having accepted the following General Terms and Conditions ("Terms"), which include our Privacy Policy, so please read and understand these Terms carefully.

### **Intellectual property**

This Site is owned and operated by Start IT Services (also referred to in these Terms as "we" and "us") and the information and materials appearing on the Website (the "Content") and all software used on the Website and all Content included on it (including, without limitation, Website design, text, graphics, audio and video, and the selection and arrangement of the Content) is the property of us or our suppliers and is protected by international copyright laws.

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The Start Backup and Start IT Services name and logos are pending trademarks.

### **Links to third party web sites**

This Website may have links to other Internet websites that are controlled and maintained by third parties. These websites may be operated by one of our divisions, or associated companies, or may display our name or brand or refer to us in some way. These links are included solely your convenience and do not constitute any endorsement by us of the websites linked or referred to. We have no control over the content of any such websites.

### **Material you submit**

By communicating with this Website, you confirm that you:

- have all necessary legal rights, including, without limitation, intellectual property rights, to the material and information you transmit or send to this Website;
- take full responsibility for any material you transmit or send to this Website;
- will not transmit or send to this Website any unlawful, confidential, defamatory, obscene, threatening, sexually or racially offensive, abusive, harmful or otherwise objectionable material; and
- subject to the Website's Privacy Policy, you authorise Start Backup, so far as the law permits, to use any such information and/or materials as it sees fit, in any territory, in any media, in perpetuity.

### **Liability disclaimer**

We provide this Website in good faith and do not make any representations or warranties of any kind, express or implied, in relation to any part, or all, of this Website or its Content, nor in relation to any part or all of any website to which this Website has a link. We hereby exclude all warranties and representations to the extent permitted by law. We give no guarantee that the activities and offers made available on this Website will always function as intended or that this Website will be free from infection by viruses or anything else that may be harmful or destructive.

To the extent permitted by law, we hereby disclaim all liability, however it may arise, in connection with any loss and/or damage that may occur in relation to, use of, or inability to use, or action taken or refrained from being taken as a result of using, all or any part of this Website or its Content, or any website to which this Website is linked.

### **Changes to these conditions of use**

We reserve the right to add or change these Terms and our Privacy Policy and agree to ensure that a note of the date and clause number of any such amendments will be included as part of these Terms. Any changes will be posted to the Website and it is your responsibility to ensure, from time to time, that you are aware of any such changes. Changes will become effective 24 hours after first posting and you will be deemed to have accepted any change if you continue to access the Website after that time.

### **Severance**

If any of these Terms is held by a court of law in any territory to be invalid, illegal or otherwise unenforceable, then, to the extent that it is held to be so, and with regard to the relevant territory only, that provision shall be severed and deleted from these Terms, provided that the remaining provisions of these Terms shall remain binding and enforceable and the severed provision shall also remain so in all other territories.

### **Governing law**

These Terms shall be governed by, and construed in accordance with English law and any disputes that may arise under or in relation to these Terms shall be subject to the jurisdiction of the courts of England.