

**VSL DataSafe Offsite Backup**  
**License Agreement**  
**Terms & Conditions**

---

VSL DataSafe (a trading name of Vitanium Systems Limited)  
Head office: Oakhurst Studios, Oakgrove Lane, High Halden, Kent TN26 3BZ.

Tel. 0845 456 4998  
Fax. 0845 456 4758

[cs@vsl-datasafe.com](mailto:cs@vsl-datasafe.com)  
[www.vsl-datasafe.com](http://www.vsl-datasafe.com)

**NOTE TO SUBSCRIBER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT.**

**INTERPRETATION**

The "Backup Service" or "Backup Services" means VSL DataSafe Secure Online Data Backup Service.

The "Subscriber" or "Subscriber's" means the person, firm, company, organisation, individual or individuals to whom the "Backup Service" is provided.

The "Seller" or "Seller's" means VSL DataSafe a trading name of Vitanium Systems Limited its assignees and successors in title.

The "Agreement" means the agreement between the "Seller" and the "Subscriber" for the "Backup Service" of which these terms and conditions are part. All written / oral statements and representations are superseded by "The Agreement", unless inclusions or exclusions of terms contained herein are specifically varied by the "Seller" in writing.

The "Program" means the VSL Datasafe Online Backup Manager (OBM) software.

The "Documentation" means the VSL DataSafe Online Backup Manager (OBM) User Manual

**THE SERVICE**

"VSL DataSafe" is a trading name and in the business of delivering secure, Internet-based data store and restore services. The "Seller" offers the "Backup Service" detailed at its website [www.vsl-datasafe.com](http://www.vsl-datasafe.com), the "Backup Service" is described as: VSL DataSafe Secure Online Data Backup

**AGREEMENT**

The "Subscriber" by submitting an online registration at website [www.vsl-datasafe.com](http://www.vsl-datasafe.com) or returning to the "Seller's" hard copy subscription order form, completed and signed, confirms their acceptance of the "Agreement" and agrees to be bound by the "Agreement".

The "Seller" reserves the right to accept or reject any registration including a "FREE Trial request, made for the "Backup Service", through either online registration or written order, by the "Subscriber".

---

VSL DataSafe (a trading name of Vitanium Systems Limited)  
Head office: Oakhurst Studios, Oakgrove Lane, High Halden, Kent TN26 3BZ.

Tel. 0845 456 4998  
Fax. 0845 456 4758

[cs@vsl-datasafe.com](mailto:cs@vsl-datasafe.com)  
[www.vsl-datasafe.com](http://www.vsl-datasafe.com)

The "Seller" is entitled to update the "Agreement" and the "Subscriber" by registering for the "Backup Service" agrees to be bound by any "Agreement" revisions after the "FREE Trial" or "Backup Service" license commencement date. The "Seller" may modify this "Agreement" and may discontinue or revise any or all other aspects of the "Backup Service" at its sole discretion and without advance notice. Unless otherwise agreed, the "Subscriber's" right to use the "Backup Service" or to designate users is not transferable and is subject to any limits established by the "Seller". The "Subscriber" is responsible for reviewing regularly the terms, which can be viewed at: [http://www.vsl-datasafe.com/terms/ds\\_tc.pdf](http://www.vsl-datasafe.com/terms/ds_tc.pdf)

The "Agreement" shall always prevail In the event of conflicts between the "Agreement" and any other document.

### **ACCEPTABLE USE**

Use of the "Backup Service" consists of the right of a "Subscriber" to electronically transmit and store computer data using either a private data communications network, or the Internet to locations provided and maintained by the "Seller" and to restore data from the same locations where required.

The "Seller" reserves the right to cease the "Backup Service" if the terms of this "Agreement" or the acceptable use policy, are infringed by the "Subscriber".

The "Subscriber" shall not use the "Backup Service" for storage, possession or transmission of:

1. Stolen materials
2. Data or material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity or privacy
3. Violates any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing, unfair competition, anti-discrimination or false advertising), is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing
4. Obscene, pornographic or indecent content or materials
5. Any virus or other programming routine intended to damage any form of information technology
6. Material that is provided in breach of any prior contractual commitment to any third party

The "Subscriber" agrees to indemnify the "Seller" against liability for use of "Subscriber's" account, where liability is a direct result of the "Subscriber's" illegal use, abuse, misuse or negligent use of its "Backup Account".

---

VSL DataSafe (a trading name of Vitanium Systems Limited)  
Head office: Oakhurst Studios, Oakgrove Lane, High Halden, Kent TN26 3BZ.

Tel. 0845 456 4998  
Fax. 0845 456 4758

[cs@vsl-datasafe.com](mailto:cs@vsl-datasafe.com)  
[www.vsl-datasafe.com](http://www.vsl-datasafe.com)

The "Seller" reserves the right to cease any "Backup /Service" provided if the "Subscriber" abuses the "Backup Service" beyond reasonable use. Abuse of the "Backup Service" will be deemed to be excessive indiscriminate transmissions of data, which exceed reasonable use of the "Sellers" facilities and bandwidth. A representative or agent of the "Seller" will contact the "Subscriber" in such an event prior to ceasing any "Backup Service" provided.

#### **LIMITATION ON USE**

The "Subscriber" may not:

1. modify, rent, lend, loan, lease, sell or otherwise transfer or distribute the program or documentation to non-registered or non-licensed third parties.
2. modify, translate or create derivative works based upon the "Program" or the "Documentation" in whole or in part.
3. reverse assemble, reverse compile or otherwise attempt to derive the source code from the "Program". The "Subscriber" may not release the results of any performance or function evaluation of the "Program" or derivatives of the "Program" to a third party without prior written approval of the "Seller".

The "Subscriber" may:

1. electronically transmit the "Program" from one computer to another or over a network however it will remain the responsibility of the "Subscriber" to ensure the receiving user is aware of and accepts the terms of the "Program" License Agreement.

#### **CONFIDENTIALITY AND ACCESS TO DATA**

No bailment or equivalent obligation is generated between the "Subscriber" and the "Seller" with respect to the "Subscriber's" stored data. The "Subscriber" and not the "Seller" is solely responsible for maintaining confidentiality of the "Subscriber's" encrypting key and passwords. The encrypting key and passwords shall only be known to the "Subscriber" and is not stored or known by any of the "Sellers" employees, representatives or agents. The "Subscriber" has the sole responsibility to make sure their encrypting keys and passwords are kept in a safe and secure place. The "Seller" shall not be liable for any damages, including damages for the "Subscriber" not being able to restore data due to loss / corruption or compromise of the "Subscribers" encrypting key or passwords.

The "Subscriber" agrees to indemnify the "Seller" against any liability due to the "Subscribers" confidential information being disclosed to third parties, through a direct result of the "Subscriber's" encrypting key or passwords being compromised.

The "Seller" shall not be responsible, what so ever, for the use of the "Backup Service" accessed through the "Subscriber's" encrypting key or passwords. The "Seller" shall neither be obligated to the "Subscriber" for monitoring, overseeing or supervising content or information stored on, or restored from, the "Backup Service".

---

VSL DataSafe (a trading name of Vitanium Systems Limited)  
Head office: Oakhurst Studios, Oakgrove Lane, High Halden, Kent TN26 3BZ.

Tel. 0845 456 4998  
Fax. 0845 456 4758

[cs@vsl-datasafe.com](mailto:cs@vsl-datasafe.com)  
[www.vsl-datasafe.com](http://www.vsl-datasafe.com)

### **LIMITS OF LIABILITY AND WARRANTY**

The Subscriber explicitly agrees that the use of the "Backup Service" is wholly at the "Subscribers own risk. The "Seller" makes available the "Backup Service" with no warranties express or implied, including but not limited to warranties of title or implied warranties of merchantability, non-infringement or fitness for a particular purpose, other than those warranties, which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. Neither the "Seller" nor any of its licensors, employees or agents involved in creating, delivering or maintaining the service, warrant that the service will be uninterrupted or error free, nor shall they be liable for any direct, indirect, incidental, special, exemplary or consequential damages arising out of the use and results obtained from the service or the inability to use the service.

If any exclusion, disclaimer or other provision contained in this "Agreement" is held to be invalid for any reason by a court of competent jurisdiction and the "Seller" becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence) or otherwise, will not exceed the total charges paid by the "Subscriber" in the 12 months preceding such liability arising.

### **DISCALIMER OF WARRANTY**

Should the Program prove defective, the "Subscriber" and not the "Supplier", or its authorised distributor and its licensors, assumes the entire cost of any service and repair. No oral or written advice given by the "Sellers" authorised representative(s) shall form a warranty or in any way increase the boundaries of this warranty. This disclaimer of warranty constitutes an essential part of this agreement.

### **FAULTS AND ERRORS**

All faults or errors experienced by the "Subscriber" should be reported, by phone, as quickly as possible to the "Suppliers" support department on 0870 460 4526 (calls charged at national rates). The "Supplier" will investigate the fault between the hours of 9:00am and 5:30pm Monday to Friday, excluding public holidays and rectify as quickly as possible.

### **COPYRIGHT AND OWNERSHIP**

All associated "Programs" and "Documentation" required for the use of the "Backup Service" are copyrighted by the "Seller" or its/their licensors. The "Subscriber" may not copy the "Program" or "Documentation" except as part of using / loading the program into a computer owned or used by the licensed "Subscriber" with the express intention of using the "Backup Service" according to the terms of the "Agreement". Redistribution of "Programs" or "Documentation" owned by the "Supplier" or its/their licensors unless explicitly granted by the "Supplier", is strictly prohibited and will be deemed in direct violation of this "Agreement".

---

VSL DataSafe (a trading name of Vitanium Systems Limited)  
Head office: Oakhurst Studios, Oakgrove Lane, High Halden, Kent TN26 3BZ.

Tel. 0845 456 4998  
Fax. 0845 456 4758

[cs@vsl-datasafe.com](mailto:cs@vsl-datasafe.com)  
[www.vsl-datasafe.com](http://www.vsl-datasafe.com)

The "Seller" and/or its licensors retain all right, title and interest in and to the "Program" and "Documentation" and any copies at all times, regardless of form or media in or on, by which the original or other copies are kept. This license is not a sale of the original or any subsequent copy. The "Subscriber" owns only the medium on which the Program is recorded.

#### **PAYMENT OF FEES AND REFUNDS**

All payment of fees will be in advance either Annually, Quarterly or Monthly. All fees applicable for the "Backup Service" are published on the VSL DataSafe website ([www.vsl-datasafe.com](http://www.vsl-datasafe.com)) unless otherwise agreed in writing by the "Supplier".

Annual, Quarterly and Monthly license fees will be fixed firm for the license term. An annual license will be fixed firm for 12 months, quarterly for 3 months and monthly for one month, after which the "Seller" reserves the right to change the fees and implement new charges upon thirty (30) days prior notice to the "Subscriber" (which may be sent by email).

Where fees are due for payment against the "Sellers" invoice, the "Sellers" payment terms are strictly 14 days from date of invoice on all new "Subscriptions" (this also includes all capacity upgrades after the initial license has commenced), after which, monthly and quarterly license payments will be made automatically by bank transfer to the "Sellers" bank account and annual license fees will be invoiced one calendar month prior to license renewal date on strict 30 days terms.

Capacity upgrades will be charged on a daily basis up to the next license renewal date.

The "Seller" reserves the right to prevent access to the "Backup Service" if the "Subscriber" at any time defaults on the "Suppliers" terms of payment. Where payment is not received from a "Subscriber" within a reasonable period of time after the license renewal date, the "Seller" will assume the "Subscribers" account is inactive and suspend the account for 21 days. The "Seller" will require a fee of £49.00 + VAT to restore data from suspended accounts. If payment is not received within the 21 days suspension period all stored files associated with the suspended account will be deleted. Invoices that remain unpaid are subject to interest of 2.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection. Fees already paid by the "Subscriber" will not be refunded In the event the "Subscriber" cancels their subscription prior to the license end date.

If a "Subscriber" has been billed incorrectly by the "Seller", the "Subscriber" must, in order to receive an adjustment or credit, contact the "Seller" no later than 30 days after the date of the billing payment. Such discrepancies should be directed in writing to Customer Accounts ([accounts@vsl-datasafe.com](mailto:accounts@vsl-datasafe.com)).

---

VSL DataSafe (a trading name of Vitanium Systems Limited)  
Head office: Oakhurst Studios, Oakgrove Lane, High Halden, Kent TN26 3BZ.

Tel. 0845 456 4998  
Fax. 0845 456 4758

[cs@vsl-datasafe.com](mailto:cs@vsl-datasafe.com)  
[www.vsl-datasafe.com](http://www.vsl-datasafe.com)

### **CANCELLATION OF "SUBSCRIPTION"**

All licenses are effective until terminated either by the "Subscriber" by giving written notice to the "Seller" or by the "Seller" due to non payment or breach of this agreement by the "Subscriber".

Fees already paid by the "Subscriber" will not be refunded in the event the "Subscriber" cancels their subscription, or is in breach of this agreement, prior to the license end date. The "Subscriber" agrees that, upon such termination, they will destroy (or permanently erase) all copies of the "Program" and "Documentation".

### **FREE TRIALS AND SPECIAL OFFERS**

The "Supplier" reserves the right to discontinue or modify the "FREE Trial" offer found on website [www.vsl-datasafe.com](http://www.vsl-datasafe.com) at their discretion at any time. The "FREE Trial" offer entitles new registered subscribers to a one-time usage of the "Backup Service" for 14 days. At the end of the trial period the "Subscriber" will have the option to allow the "FREE Trial" to lapse or forward payment to purchase a full license (see Payment of Fees and refunds). Application for a full license can be made any time during the 14 days of the "FREE Trial".

If the FREE Trial is not continued into a fully paid up license, any data stored within the FREE Trial period will be held on VSL DataSafe's Offsite Backup Servers for 30 days, after which, it will be deleted.

### **GENERAL**

Failure or delay by the "Supplier" in enforcing any term of the "Agreement" shall not be construed as a waiver of any rights under it.

The illegality, invalidity or unenforceability of any part of this "Agreement" will not affect the legality, validity or enforceability of the remainder.

This "Contract" shall be construed in all aspects as an English contract and in conformity with the English Law.

---

VSL DataSafe (a trading name of Vitanium Systems Limited)  
Head office: Oakhurst Studios, Oakgrove Lane, High Halden, Kent TN26 3BZ.

Tel. 0845 456 4998  
Fax. 0845 456 4758

[cs@vsl-datasafe.com](mailto:cs@vsl-datasafe.com)  
[www.vsl-datasafe.com](http://www.vsl-datasafe.com)