

1. Description of Services

Subject to ALL IT Services (UK) Ltd acceptance of Your registration and Your compliance with the terms and conditions of this Agreement, ALL IT Services (UK) Ltd will provide You with the following service (the "On Line Backup Service"): (a) ALL IT Services (UK) Ltd will establish one (1) online storage and online backup account in Your name on the ALL IT Services (UK) Ltd servers (the "Account"); (b) ALL IT Services (UK) Ltd will allow you to store up to a total of the agreed megabytes of data files in your Account depending on the user's choice among the provided storage options for a subscription fee or monthly payment and (c) ALL IT Services (UK) Ltd will allow You to retrieve data files from Your Account; and (d) the main account holder will make sure that all the terms and conditions described here are adhered to. (e) In Your use of the Service, you are responsible for providing the following: (i) all equipment, such as a computer and modem, necessary to access the World Wide Web; (ii) Your own access to the World Wide Web; and (iii) payment of all telephone or other fees associated with such access. ALL IT Services (UK) Ltd provide an extensive range of services. It is possible that one or more of these services may not be available at certain times. See the home page to get current status on the services. (4) ALL IT Services (UK) Ltd will provide you with software and licence used to execute the On Line Backup Service (a) use of this software 'Ahsay OBM or Ahsay A click' constitutes your acceptance of the Software Terms and Conditions.

2. Conditions of Use

You are solely responsible for the content of all data You store or retrieve from, or attempt to store or retrieve from, Your Account and the Public Folders and for all transmissions by You from and to Your Account. Your use of the Service is subject to all applicable local, state, national and international laws and regulations. You will: (a) not use the Service for any illegal purposes; (b) not use the Service to store, retrieve, transmit or view any file, data, image or program that contains: (i) any illegal pictures, materials or information; (ii) any harassing, libellous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; (iv) any code or material that violates the intellectual property rights of others; (v) any Windows temporary files of any kind (including, without limitation, any *.p or ~*. * files); or (vi) any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features; (c) comply with United Kingdom and other applicable law regarding the exportation and re-exportation of any data or other materials from the United Kingdom or other jurisdictions through the Service; (d) not use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which You access and use the Service; (e) comply with all regulations, policies and procedures of networks through which You access and use the Service; and (f) not access or attempt to access any Service account for which You have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account. (g) not use sharing features in a way that amounts to 'publishing' and restrict the use of sharing features to share data between friends, colleagues and business partners, in a very limited sense. (h) On Line Backup Service should not be used to sell digital content to others. It is not a media for dissemination of digital content for commercial purposes. On Line Backup Service may use automated procedures to detect unacceptable level of usage and may immediately disable offending accounts, and the process of detection may vary from time to time, based on misuse detected. On Line Backup Service is NOT a service for storing and disseminating large amounts of data to large number of recipients. It is an Online Storage and Backup service. ALL IT Services (UK) Ltd is not responsible for any business interruptions that may be caused due to this process.

Any link(s) provided through a web site or a mass email to download/upload files stored at ALL IT Services (UK) Ltd On Line Backup Service is completely unacceptable and would be considered as violation of terms as per the (g) clause mentioned above.

3. Registration Information/Credit Card Charges/Storage Over Limits

You will promptly notify ALL IT Services (UK) Ltd of any change in the information You provide on Your registration form during Your registration for the Service (including, without limitation, any change in Your mailing address, telephone numbers or email address). The registration information provided by You on Your registration form during Your registration for the Service, together with any and all updates provided by You from time to time under this paragraph, is referred to in this Agreement as the "Registration Information."

You authorize a recurring monthly or annual charge to your credit card, direct debit or standing order in exchange for use of the On Line Backup Service as indicated by a published standard tariff or a customised quote provided for your specific use. Monthly Invoice terms can be arranged with prior agreement and payments are strictly 30 day terms with 1 Month payment due on the 1st day the service is made available to you. You also agree that the enrolment for the next service period is automatic. Refunds on a pro-rated basis are issued only for yearly plans. When yearly subscriptions are cancelled before the subscriptions end, refunds are issued based on a pro-rated calculation of the subscription charges at the monthly rate for the plan, for the actual number of days the account was subscribed (the number of days between the most recent yearly charges and the cancellation date). If the calculated refund amount exceeds the yearly subscription rate, then no refund is issued.

ALL IT Services (UK) Ltd will not issue any pro-rated refunds for the remaining period during the month when an account with a monthly subscription plan ("current plan") is downgraded to a smaller plan ("new plan") (a plan that costs less per month than the current plan) during the middle of a month. However the rate applicable to the new plan will automatically be charged starting the first of the subsequent month.

ALL IT Services (UK) Ltd may allow for use of storage space beyond the specified plan storage limit chosen by the user. This is designed to allow for uninterrupted backups, in case the usage exceeds the quota limits. Overuse charge may be applied for the overused storage at the rate of £2/GB/Month. This rate may change without notice. If we are unable to execute overuse charges due to credit card denial or for whatever reasons, user will be notified via email. In case of non-action by the user, the account may be cancelled. If the account is cancelled for any reason, user data and its backups are promptly removed.

3. Use of IP Addresses

An IP address is a number that's automatically assigned to your computer whenever you're surfing the Web. On Line Backup Service may collect IP addresses for the purposes of system administration, to audit the use of our site. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our house rules or terms of service or to protect our service, site, customers, or others. Some services and Emails sent from On Line Backup Service, such as registration related, may display IP addresses along with the message.

4. Account and Password

After You accept this Agreement and Your registration has been accepted by ALL IT Services (UK) Ltd, You will receive a confirmation by email that your Account has been established. You are solely responsible for any consequences arising out of Your failure to maintain the confidentiality of Your Password. You will notify ALL IT Services (UK) Ltd of any unauthorized use or other breach in security of Your Account immediately after You learn of the same.

5. Security of Stored Data and Files

ALL IT Services (UK) Ltd will endeavour to restrict access to the data and files You store or retrieve from Your Account to persons accessing such data and files through use of Your Account or Password. However, it may be necessary to access user's accounts for support requirements. It may also be necessary to access user's accounts to verify that the accounts are not being misused, especially with respect to digital copyright laws and resource misuse checks including bandwidth. For higher security and privacy requirements, we have forced Encryption for On Line Backup Service that enforces default encryption on storage. You will be required to enter an encryption key that allows security for all your data stored in the On Line Backup Service. You provide this key at the time of configuration. You MUST keep this key safe. It is impossible to recover your backup if you lose this Key. ALL IT Services (UK) Ltd or its sub contracted service providers cannot assist and will not be liable for any result in loss if this key is lost or forgotten. Ahsay On Line Backup 'Professional' Service is a separate service and requires a separate signup and offers a managed Backup Service. Please contact ALL IT for more information.

6. Content of Stored Data and Files

You are solely responsible for (a) obtaining sufficient rights to the content of all data and files stored by You on ALL IT Services (UK) Ltd' or sub contracted servers and (b) ensuring that such content does not include any of the items listed in paragraph 2(b) above. ALL IT Services (UK) Ltd normally does not review, inspect, edit or monitor any content, data or files stored by You or any other user of the Service, including, without limitation, for viruses, worms, "Trojan horses" or any other similar contaminating or destructive features. However, if ALL IT Services (UK) Ltd has suspicion that an account is being used for storage and distribution of any illegal material such as copyrighted content, ALL IT Services (UK) Ltd reserves the right to examine the content of the online storage and backup account. In addition, ALL IT Services (UK) Ltd may be asked to provide user data and logs as a part of a legal issue in a third party case by a court order or a subpoena, discovery request or other lawful process that may override privacy rules. ALL IT Services (UK) Ltd reserves the right to refuse, remove or disable access to any data or files stored on ALL IT Services (UK) Ltd' servers with immediate effect that ALL IT Services (UK) Ltd learns may be illegal, may violate the terms of paragraph 2 above, may violate the rights of any third party or otherwise may be reasonably objectionable.

6a. Backups of your data

On Line Backup Service maintains regular backups of data to recover from software or hardware failures. The Schedule and amount of stored backup versions is set by You within the Online Backup Service Application. Multiple Snapshots of your data can be maintained online. On Line Backup Service may also keep a copy of data at a geographically distanced data centre from the primary location for additional protection as an optional feature for some plans. However, we advise you to audit your logs for the desktop / server application completely including individual entries for files and total count periodically to ensure that the backups are taking place successfully and in case of errors, take corrective action. On Line Backup Service requires periodic review, at least on a weekly basis to verify the execution of backups as backups could fail for any number of reasons including but not limited to, internet connectivity issues, authentication issues, firewall, blocks by anti-virus programs and system configuration changes to the computer etc. Also, do upgrade the backup client periodically to the most recent version for improved reliability and functioning of the backup application. Version Number (if applicable) and Release Dates are posted on respective product download pages. Out of date versions of the application may lead to unreliable functioning of the application.

7. Disclaimer of Warranties

The transmission, storage, viewing and retrieval of data and files through the World Wide Web is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR USE OF YOUR ACCOUNT AND THE SERVICE IS AT YOUR SOLE RISK. YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL IT SERVICES (UK) LTD, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. ALL IT SERVICES (UK) LTD MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

8. Limitations of Liability

IN NO EVENT SHALL ALL IT SERVICES (UK) LTD OR ITS ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN.

9. Indemnification

You will defend, indemnify and hold ALL IT Services (UK) Ltd, its parents, subsidiaries, affiliates, agents, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (a) Your use of Your Account and the Service, (b) any data files and content stored by You in Your Account and otherwise on the ALL IT Services (UK) Ltd servers and (c) any violation of this Agreement by You.

10. Termination

Either you or ALL IT Services (UK) Ltd may terminate this Agreement with or without cause at any time by giving notice of such termination to the other in the manner described in paragraph 11 below. Further, if ALL IT Services (UK) Ltd believes that You have violated Your obligations under this Agreement, ALL IT Services (UK) Ltd may, at its option and in addition to its other remedies, immediately and without notice, suspend Your Account, remove and destroy data and files stored by

You on ALL IT Services (UK) Ltd' servers and/or terminate this Agreement. ALL IT Services (UK) Ltd will not be liable to You or any third party for any suspension or termination of Your Account or the Service. Should You object to any terms and conditions of this Agreement or any subsequent modifications thereto or become dissatisfied with the Service in any way, Your only recourse is to immediately: (a) discontinue use of the Service; (b) terminate this Agreement; and (c) notify ALL IT Services (UK) Ltd of such termination. Upon any termination of this Agreement, ALL IT Services (UK) Ltd will remove your stored data files from main storage and archives within five (5)-day period from termination notice. Paragraphs 7, 8, 9, 10, 11, 12, 13 and 14 of this Agreement (and any other provision that can be reasonably construed to survive termination) will survive termination of this Agreement.

11. Notices

Any notice under this Agreement given by ALL IT Services (UK) Ltd to You will be deemed to be properly given if sent by email to Your email address as set forth in the Registration Information, or by a startup screen that starts before Your next use of the Service or by written communication mailed by first class U.S. mail to Your address on record in the Registration Information or by a display about the changed information in the agreement on the index page if the change is generic. It is important that you maintain a correct working email id and update it if necessary to be able to receive ALL IT Services (UK) Ltd' communication. It is also important that your email system is able to receive emails from helpme@allit.co.uk and allit.co.uk into your inbox. Any notice under this Agreement given by You to ALL IT Services (UK) Ltd will be deemed to be properly given if received by email sent to ALL IT Services (UK) Ltd' Customer Service at helpme@allit.co.uk, except those that are related to cancellation or termination of the account. User is expected to contact ALL IT Services (UK) Ltd in writing and provide necessary information for cancellation. Sending an email to helpme@allit.co.uk for cancellation is not considered as a cancellation notice for security reasons. On successful cancellation of account by the user, or by ALL IT Services (UK) Ltd due to various reasons including non-payment for the services, user data files will be removed within five (5)-day period from cancellation date from main storage as well as archives.

12. Severability

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

13. Modifications to this Agreement

The terms and conditions of this Agreement may be changed by ALL IT Services (UK) Ltd from time to time. Upon any such change, ALL IT Services (UK) Ltd will notify You of such change in accordance with paragraph 11 above and post an updated version of this Agreement on the ALL IT Services (UK) Ltd' On Line Backup Service website located at <http://www.allit-services.com/services/site-backup>. Your use of any Services after such notification will constitute Your

acceptance of such changed terms and conditions.

14. Miscellaneous

Your right to use the Service is personal to You, and You will not assign any of Your rights, obligations or interest in this Agreement or Your Account. Without limiting the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. ALL IT Services (UK) Ltd' failure to insist upon or enforce strict performance of any provision or right of this Agreement will not be construed as a waiver of any provision or right. This Agreement will be governed by the laws of the United Kingdom, without regard to its conflict of laws rules This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements.

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