

CUSTOMER TERMS AND CONDITIONS

V1.0 - This document was updated on 28 April 2025

These Cloud Backup Terms and Conditions ("**Terms and Conditions**", "**Terms**") are between you ("**the Client**", "**Customer**", "**You**", "**you**", "**Your**" or "**your**") and ADWConnect Ltd ("**ADWConnect Ltd**", "**ADW**", "**ADWConnect**", "**we**", "**us**" or "**our**").

ADWConnect Ltd is a company registered under the law of England and Wales with its registered number: 06432381.

Please read these Terms and Conditions carefully before using our Services as they contain important information regarding your legal rights, remedies and obligations. By using any part of our Services, you agree to and accept these Terms and Conditions.

We reserve the right to update, amend or replace any part of these Terms and Conditions. We will notify you in writing about any changes, amendments or modifications to these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

In this Contract, unless the context otherwise requires:

Agreement	means these Cloud Backup Services Terms and Conditions;
"Client," "you," or "your"	refers to the individual or entity purchasing or subscribing to the Cloud Backup Services.
Services	means Supplied Equipment and/or Supported Equipment, as appropriate in the context.
Service Provider	means the third-party provider of the underlying cloud backup technology platform.
Confidential Information	means all information disclosed by one party to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential.
Data	means any files, documents, recordings, information or material submitted by you for backup through the Services.

2. SERVICE DESCRIPTION

1. ADWConnect provides cloud backup services that allow Clients to back up, store, and recover their Data.
2. The Services utilize secure cloud infrastructure provided by our Service Provider.
3. The specific features, storage limits, retention periods, and other service parameters will be detailed in your Service Order or subscription plan.

3. CLIENT RESPONSIBILITIES

1. You are responsible for: a) Maintaining appropriate security measures to protect your systems and access credentials b) Ensuring only authorized users access the Services c) Complying with all applicable laws regarding the Data you back up d) Maintaining an original copy of all Data backed up using the Services e) Regular verification that backups are completing successfully.
2. You warrant that you have the legal right to store and back up all Data processed through the Services.
3. You shall not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

4. DATA PROTECTION AND SECURITY

1. ADWConnect will implement reasonable and appropriate measures to help secure your Data against accidental or unlawful loss, access, or disclosure.
2. We utilize industry-standard encryption for Data in transit and at rest.
3. Your Data is stored in secure data centers by our Service Provider in compliance with applicable data protection standards.
4. ADWConnect remains compliant with applicable data protection laws, including GDPR and UK Data Protection laws where applicable.
5. Additional details regarding our data security practices are available in our Privacy Policy which you can find here: <http://adwconnect.com/legal/privacy-policy/>.

5. SUBSCRIPTIONS AND PAYMENT

1. Fees for the Services will be specified in your Service Order or subscription agreement.
2. Unless otherwise stated, all fees are exclusive of applicable taxes.
3. ADWConnect reserves the right to change subscription fees upon thirty (30) days' written notice before the start of a renewal term.
4. Payment is due according to the terms specified in your Service Order or subscription agreement.
5. Failure to make timely payments may result in service suspension after written notice.

6. TERM AND TERMINATION

1. The initial term of this Agreement begins on the date you purchase the Services and continues for the period specified in your Service Order or subscription agreement.
2. Unless otherwise specified, subscriptions automatically renew for the same period unless either party provides written notice of non-renewal at least thirty (30) days before the end of the current term.

3. Either party may terminate this Agreement if the other party commits a material breach and fails to remedy such breach within thirty (30) days after written notice.
4. Upon termination: a) ADWConnect will cease providing the Services b) You will pay any outstanding fees c) You are responsible for extracting any Data you wish to retain prior to the termination date d) Unless legally required to retain it, your Data may be deleted from our systems within thirty (30) days after termination

7. SERVICE LEVELS AND SUPPORT

1. ADWConnect will use commercially reasonable efforts to make the Services available 24/7, except for planned maintenance.
2. Support for the Services is available according to the support package specified in your Service Order.
3. ADWConnect will provide notification of scheduled maintenance at least 24 hours in advance when possible.
4. In the event of a service disruption, ADWConnect will use reasonable efforts to restore service as quickly as possible.

8. WARRANTIES; INDEMNITIES; LIMITATION OF LIABILITY

1. Each Party accepts unlimited liability for fraudulent misrepresentation, and for death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
2. We do not guarantee, undertake, represent or warrant that your use of our Services will be uninterrupted, timely, secure, error-free, free from infringement of any third party's intellectual property rights, free from any virus or vulnerability, or free from unauthorised users or hackers, and we do not give any undertaking, representation or warranty as the speed, quality or validity of any element of your system as a result of provision of the Services.
3. ADWConnect or its affiliated persons shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, howsoever caused (including but not limited to your use of any of the Services; atmospheric conditions; any congestion, fault, interruption or interference with the power supply to the network; any act or omission by any carrier, or any known or unknown viruses which cause interruption or interference with the network). Where some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.
4. Without undertaking any obligations to give any such advice and/or recommendations, ADWConnect shall not be liable for any loss or damage suffered by You as a result of placing reliance on ADWConnect's advice and/or recommendations regarding the use of a third party's products or services.
5. Subject to clause 8.1, ADWConnect's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to Fees paid for the Services.

9. CONFIDENTIALITY

18. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):
 - a. to keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Contract and subsequently received pursuant to this Contract (in this Clause "Confidential Information"); and
 - b. not to disclose the Disclosing Party's Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except as necessary to perform its obligations under this Agreement or as required by law; and
 - c. to use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not otherwise for its own benefit or for the benefit of any third-party.
19. The confidentiality obligations in above clauses will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement and an opportunity to challenge such requirement.
20. The confidentiality obligations in the above clauses will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
 - a. has ceased to be secret without default of the Receiving Party's part; or
 - b. was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or
 - c. has been received from a third-party who did not acquire it in confidence.
21. This clause 'Confidentiality' shall survive termination of the Contract or any part of it.

10. FORCE MAJEURE

1. Neither Party shall be liable for any breach of its obligations under the Contract (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including, without limitations, acts of God, acts of Government or other competent regulatory authority, lightning, fire, flood, extremely severe weather, pandemic, epidemic, strike, lock-out, labour dispute, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law or regulation and accident (or by any damage caused by any of such events). Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Contract by giving not less than 30 days' written notice to the other Party.

11. INDEMNIFICATION

1. You agree to indemnify, defend and hold harmless ADWConnect and its affiliates (including without limitation parent companies, subsidiaries, partners, officers, directors, agents, contractors, licensors, service providers,

subcontractors, suppliers, interns and employees) from any claim or demand made by any third-party due to or arising out of your breach of the Contract.

12. GENERAL PROVISIONS

1. This Agreement constitutes the entire agreement between the parties regarding the Services and supersedes all prior agreements and understandings.
2. This Agreement shall be governed by the laws of England and Wales without regard to its conflict of law principles.
3. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.
4. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.
5. ADWConnect reserves the right to modify these Terms and Conditions.
6. Any notice required under this Agreement shall be in writing and delivered by email to the address specified in your Service Order.
7. If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.
8. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

By purchasing or using ADWConnect's Cloud Backup Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

**THE MOST UP TO DATE POLICIES AND VERSION OF THESE TERMS CAN BE FOUND AT
[HTTPS://ADWCONNECT.COM/LEGAL/SERVICES](https://adwconnect.com/legal/services)**

If you have any questions or concerns about this document feel free to contact us at any time via email:

hello@adwconnect.com

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