



Magic IT Services
IT SUPPORT & CONSULTANCY

Backup Services Terms and Conditions

This set of terms and conditions allows Magic IT Services Ltd to provide our clients with backup services. This document should be considered in conjunction with our general terms and conditions.

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CONTENTS

- 1. DEFINITIONS AND INTERPRETATION1
- 2. OUR GENERAL TERMS AND CONDITIONS.....1
- 3. APPLICATIONS OF THESE CONDITIONS1
- 4. GENERAL2
- 5. OUR COMMITMENT TO YOU2
- 6. YOUR COMMITMENT TO US.....2
- 7. SOME EXCLUSIONS3
- 8. TERMINATION.....4
- 9. VARIATION OF THESE TERMS AND CONDITIONS4

1. DEFINITIONS AND INTERPRETATION

In these conditions in connection with the supply of backup services by Magic IT Services Ltd., the following words have the following meanings:

“Agreement” means the agreement between Magic IT Services Ltd and the Client for backup services.

“Client”, “You” or “Your” means a person who contracts with Magic IT Services Ltd for the supply of backup services and includes both a person whose name is on the order or on an email attached to which is an order, a person who places an order, and a person on whose behalf an order is placed or on whose behalf it appears and order is placed, and in any case each of their heirs, successors and assigns.

“Computer Systems” means your devices, including but not limited to computers, laptops and servers.

“Data” means the information backed up from your computer systems or cloud services, including but not limited to files, folders, emails and calendar items.

“Primary Contact Email Address” means the email address advised to us at the commencement of this agreement or an update notified to us via email to support@magicitservices.co.uk with 30 days notice.

“Storage Quota” means the disk space on the backup plan you have subscribed for and we have agreed to provide.

“TB” means a 1000 Gigabytes of data

“Us”, “Our” or “We” means Magic IT Services Ltd and its heirs, successors and assigns.

In these conditions, unless the contrary intention appears:

Headings and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these conditions.

2. OUR GENERAL TERMS AND CONDITIONS

- 2.1. All of the Terms in this Agreement are in addition to our General Terms and Conditions, which can be found at <https://www.magicitservices.co.uk/legal>
- 2.2. By signing this document, you also agree to those General Terms and Conditions.
- 2.3. For any terms that exist in both, the terms in this Agreement will override.

3. APPLICATIONS OF THESE CONDITIONS

- 3.1. Unless otherwise agreed by us in writing, these conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over) the terms of every quote, order, plan, contract, or other arrangement in connection with the supply of backup services by us to you.
- 3.2. The invalidity or enforceability of any one or more of the provisions of this agreement will not invalidate, or render unenforceable, the remaining provisions of this agreement.

4. GENERAL

- 4.1. This Agreement shall be governed by the laws in the England and Wales and both parties agree to the jurisdiction of those courts.
- 4.2. If any provision or part of a provision of this agreement is invalid or otherwise unenforceable it may be severed from this agreement without any effect given to the remainder the provisions in this agreement.
- 4.3. We may assign our rights and obligations under our agreement. Any assignments will be notified to your primary contact's email address with 30 days' notice.
- 4.4. We reserve the right to make changes to this agreement. Changes will be notified to you via email to your primary contact's email address with 30 days' notice.
- 4.5. If we don't enforce any specific right or remedy available to us, that does not amount to a waiver or prevent us from insisting on strict agreement adherence at any other time.
- 4.6. Variation of this agreement for individual clients may be made by us in our discretion but must be in writing, signed by both parties and specially say that it varies this agreement.

5. OUR COMMITMENT TO YOU

- 5.1. We will do everything in our power to give you the best possible chance of recovering your data in the event of a data-Loss event.
- 5.2. We provide to you the ability to upload your data from either your computer system and your cloud providers and store it on third-party servers for the purpose of offsite backup, and to restore this data should you ever need to.
- 5.3. We agree to allocate to you the storage quota for the storage of your data.
- 5.4. We agree to encrypt your data during transit and during storage.
- 5.5. We will automatically upgrade your allocated storage quota to ensure your backups will continue uninterrupted should you reach your storage limit. We will do this to protect your data and this will be subsequently charged at the new quota rate.
- 5.6. If purchased, we grant you a license to install the client portion of our software on your computer systems(s) for the purpose of backing up and restoring your data.

6. YOUR COMMITMENT TO US

- 6.1. You acknowledge that payment is required to us prior to the delivery of the data backup services, according to your current plan.
- 6.2. You acknowledge that should payment not be received on or before the due date, or you breach any other obligation to us, we reserve the right to suspend/cancel your service without notice and the data backup services may need manual intervention to resume, which you agree will be billable at your normal rates.
- 6.3. You agree that the service will only be used by you and not any third party.
- 6.4. You will advise any changes to this agreement, including contact detail updates and cancellation at the end of a commitment term, to us in writing to support@magicitservices.co.uk with at least 30 days' notice.

- 6.5. You will not store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal offence or other unlawful act under any laws.
- 6.6. You will securely store your service and access details and will not knowingly allow your service and access details, specifically any security codes or passwords, to be viewed or retrieved by any third parties.
- 6.7. You will notify us in writing to support@magicitservices.co.uk AND via telephone on 01843 586647 or 01304 728287 immediately of any breach of security of your computers, passwords or security codes so we can take any precautionary steps available to us to adequately protect your backed up data.
- 6.8. You accept that you are solely responsible for the following:
 - 6.8.1. The selection of and inclusion of the data being backed up by these data backup services.
 - 6.8.2. The scheduling of backup operations.
 - 6.8.3. Ensuring that successful backups have occurred.
 - 6.8.4. Periodically ensuring that data can be restored from the services.
 - 6.8.5. Any costs payable to any other third party, including your Internet Service Provider that result from the use of our data backup services.
- 6.9. You agree that to the extent permitted by law, our liability is limited to the resupply of services you have ordered and paid for in full.
- 6.10. You agree to indemnify us (our Directors, Employees and Officers) against any cost incurred or damage or loss suffered as a result of any breach of any obligations.

7. SOME EXCLUSIONS

- 7.1. We do not warrant that all types of data are suitable for backup using our data backup services.
- 7.2. Whilst we work hard at making sure our data backup service is highly reliable, we do not warrant that it will be available at all times. Our target availability is 99.9%.
- 7.3. Whilst we work hard at ensuring your data is highly secure, we do not warrant that our data backup services are free from unauthorized physical or remote access.
- 7.4. Whilst we work hard at ensuring your data is safe, we do not warrant that data stored on our data backup services is completely safe against loss or corruption.
- 7.5. We do not warrant that a full restoration is possible from the data stored using our data backup services.
- 7.6. We do not scan your uploaded data for viruses or other threats due to it being encrypted.
- 7.7. Whilst we will do everything in our power to get your data to you as soon as possible when requested, we do not warrant that that it will be in any particular timeframe.
- 7.8. We are not liable for delays, interruptions, computer viruses or communication line failures; or damage or unauthorised access to your computer system or network.

8. TERMINATION

Please refer to our main General Terms and Conditions, which can be found at <https://www.magicitservices.co.uk/legal>.

9. VARIATION OF THESE TERMS AND CONDITIONS

- 9.1. We may at any time vary these terms and conditions by publishing the varied terms and conditions on our website. You accept that by doing this, we have provided you with sufficient notice of the variation. We are under no other obligation to notify you of any variation to these terms and conditions.