

# Terms and Conditions – Data Backup Services

ALPHACLICK PTY LTD

TRADING AS ALPHACLICK IT SOLUTIONS (ABN: 31 160 327 622)

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These Terms and Conditions document is exclusively applicable any data backup services provided/facilitated by AlphaClick Pty Ltd (trading as AlphaClick IT Solutions. ABN: 31 160 327 622). For terms and conditions pertaining to any other services, refer to the corresponding terms and conditions documents accessible at <https://alphaclick.com.au/terms-and-conditions>.

### 1. DEFINITIONS AND INTEPRETATION

- 1.1. These Terms and Conditions govern the provision of data backup services provided by AlphaClick Pty Ltd trading as AlphaClick IT Solutions (hereinafter referred to as "we", "us", or "our") to you, the client (hereinafter referred to as "You", "Your", or "Client").

### 2. Service Description

- 2.1. AlphaClick is a facilitator of data backup services, utilising various third-party services based on client requirements. This includes, but is not limited to, raw data backup and SaaS backup (e.g., Microsoft 365 backups, Google Workspace Backups).

### 3. Client's (your) Responsibility

- 3.1. It is the Client's responsibility to inform AlphaClick of the specific data and information that requires backup. We will endeavour to include as much of the specified data in the backups as possible. The Client must also inform us of any new data that needs to be backed up subsequent to the initial agreement.
- 3.2. In addition to specifying data for backup, You are responsible for:
  - 3.2.1. Not holding AlphaClick responsible for any data corruption or loss during any disaster.
  - 3.2.2. Maintaining necessary insurance policies to cover potential financial losses due to any disaster, including cyber-attacks.
  - 3.2.3. Following our recommendations to safeguard your data.

### 4. Our Responsibilities

- 4.1. Our responsibility is to manage and maintain data backups to the best of our ability and to monitor them on a regular basis, with a minimum of once-a-month manual monitoring to check for errors in the backups.

### 5. Dependence on Third-Party Services

- 5.1. AlphaClick's sourced backup services are entirely reliant on third-party backup software and services. You must not hold us responsible for any issues, corruptions, or data loss that may

occur. However, we will do our utmost to recover and restore any data as quickly as possible to assist you in resuming business operations.

## 6. Payment Terms and Service Cancellation

- 6.1. We reserve the right to cancel the services if invoices remain unpaid for more than 7 days beyond the due date. Upon cancellation of the services, all backups will be deleted immediately, and we will not be able to recover any backups. It is Your responsibility to ensure invoices are paid on time. If you face any financial difficulties, please inform us so we can discuss potential payment plans with our financial partner.
- 6.2. Whilst some backups can be transferred to a new IT provider, others may not be. Should you wish to engage a new IT provider and discontinue using AlphaClick, we can assist in transferring the backup services that are transferable. However, for services that cannot be transferred, we will simply cancel the service at the end of the commitment term. It is your responsibility to organise new backup arrangements with your new IT provider.

## 7. Confidentiality and Data Deletion

- 7.1. We will not release any information to third parties unless required by law. Unpaid services will lead to cancellation, resulting in the deletion of backups. Once deleted, these backups cannot be restored.

## 8. Agreement

- 8.1. By utilising our services, You agree to these terms and conditions.