

## Terms and Conditions of Use

**DO READ THE FOLLOWING TERMS AND CONDITIONS BEFORE REGISTERING AND USING THE Netpage Online Backup SERVICE.**

Thank you for choosing NETPAGE .....

These Terms and Conditions of Service are part of your agreement with NETPAGE for your data backup service (I-Vault) (hereinafter called "the Service").

### Agreement

Your agreement ("Agreement") with NETPAGE is made up of these Terms and Conditions of Service ("Terms").

### 1. Provision of Service

NETPAGE reserves the right to decline to provide Service to you for any lawful reason. NETPAGE reserves the right to change or discontinue the service at any time during the duration of this Agreement.

1.1 Our Services are available only to individuals and business entities (including but not limited to sole proprietorships) in good legal standing that can form legally binding contracts under applicable law. The Customer hereby represents and warrants that it is duly licensed to do business and is in good legal standing in the jurisdictions in which it does business (during the term of this Agreement) that it is not a competitor of the Company, and that the person agreeing to this Agreement for Customer is at least eighteen years of age and otherwise capable of and authorized to enter binding contracts for Customer.

1.2 Subject to Netpage's acceptance of your registration and your compliance with the Terms and conditions of this Agreement, Netpage will provide you with the following service (the "Basic Service"):

- a. Netpage will establish one (1) online storage account in your name on the Netpage servers (the "Account");
- b. Netpage will allow you free storage for your data files based on the subscribed service; and
- c. Netpage will allow you to retrieve data files from your Account; and
- d. 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 internet;
  - ii. your own access to the internet; and
  - iii. payment of all telephone or other fees associated with such access. Netpage Online Backup provides an extensive range of services. It is possible that one or more of these services may not be available at certain times. Refer to the home page to get the current status on the services.

## 2. Conditions of Use

2.1 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 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 offence, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation;
  - iv. Customer shall not commit or permit wrongful or damaging acts which justify civil action including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent or intentionally inflicting emotional distress.
  - v. any code or material that violates the intellectual property rights of others;
  - vi. any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features;
- c. comply with The Gambia and other applicable law(s) regarding the exportation and re-exportation of any data or other materials from The Gambia 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. Netpage Online Backup service should not be used to sell or transfer digital content to others. It is not a media for dissemination of digital content for commercial purposes. Netpage Online Backup 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. Netpage Online Backup 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. Netpage Online Backup is not responsible for any business interruptions that may be caused due to this process.

2.2 Any link(s) provided through a web site or a mass email to download/upload files stored at Netpage Online Backup Accounts is completely unacceptable and would be considered as violation of Terms as per the (g) clause mentioned above.

Netpage reserves the right to immediately suspend or terminate any account or transmission that violates this term and condition, without prior notice.

2.3 Further, should Customer violate this term and condition, Netpage will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's site, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

2.4 In addition, it is important to understand the definition of 'Unlimited' Storage. No storage system can really be unlimited. The concept of 'Unlimited' storage is to facilitate a low one-price plan to backup a computer's critical data that meets the requirement for majority of users for personal use and not to burden users with multiple plans.

Users exceeding their storage limit may choose to upgrade their subscription.

### **3. Registration Information**

The Customer represents and warrants that the information it provides at registration is true, accurate, current and complete. Customer agrees to maintain and update this information to ensure that it is true, accurate, current and complete. If, at any time, any information provided by Customer is untrue, inaccurate, not current or incomplete, Netpage will have the right to suspend or terminate Customer's account and this Agreement.

You will promptly notify Netpage of any change(s) in the information you provide during the registration process for the Service (including, without limitation, any change in your mailing address, contact numbers or email address).

### **4. Account and Password**

After you accept this Agreement and your registration has been accepted by Netpage, your Account will be established. You are solely responsible for any consequences arising out of your failure to maintain the confidentiality of your Password/encryption password. You will notify Netpage of any unauthorized use or other breach in security of your Account immediately after you learn of the same.

### **5. Encryption Passphrase system**

5.1 Netpage Online Backup provides encryption of data on storage with a user defined key known only to the user and no one else. Even the Netpage Online personnel do not have access to this key as it is not stored on the Netpage Online Backup servers. It is very important that you store this key in a safe place and maintain this key in printed form for easier reference. Any data backed up using Netpage Online Backup can only be retrieved using this key and if you forget or misplace this key then your data may not be retrievable. Netpage Online Backup is NOT responsible for loss of data arising as a result of such cases.

5.2 If you are installing the Netpage Online Backup application on a fresh machine, re-enter the encryption password key correctly. If you enter an incorrect encryption password key, your data will not be retrieved correctly.

While the data is still encrypted on storage, your basic account credentials are sufficient to access the data. Based on your privacy and security needs, you need to make appropriate choice(s).

### **6. Security of Stored Data and Files**

Netpage 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, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, you hereby acknowledge that it may be

possible for an unauthorized third party to access, view, copy, modify and distribute the data and files you store in your Account.

## **7. 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 Netpage's servers and (b) ensuring that such content does not include any of the items listed in paragraph 2(b) above. Netpage is not responsible for the review, inspecting, editing or monitoring of 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.

## **8. Backups of your data**

Netpage Online Backup may maintain regular backups of data to recover from any software/hardware failures. However, the most important step for a reliable backup is at the user end; user is expected to view and verify the logs every time a backup is made to insure that the backups do take place successfully, and take necessary corrective action if there are errors. User is also expected to periodically upgrade the backup client to the most recent version for improved reliability of backups.

## **9. Disclaimer of Warranties**

The transmission, storage, viewing and retrieval of data and files through the internet is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable.

## **10. No Warranty**

You expressly understand and agree that:

- a. your use of the Service is at your sole risk. Netpage's service is provided on an "as is" and "as available" basis. Netpage, 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.
- b. Netpage makes no representation or warranty that (i) your account or the Service will meet your needs or requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the data and files you store in your account will not be lost or damaged, (v) the data on your desktop or server will not be lost or damaged or (vi) any errors in the software will be corrected;
- c. any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material;
- d. no advice or information, whether oral or written, obtained by you from us or through or from the Service shall create any warranty not expressly stated in these Terms and conditions.

## 11. Limitations of Liability

Your use of Netpage Online Backup is at your own risk. If you are dissatisfied with any aspect of our Service or with these Terms and Conditions, or any other rules, your sole remedy is to discontinue use of the Service. You expressly understand and agree that Netpage shall not be liable for any direct, indirect, incidental, special, consequential exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (I) the use or the inability to use the Service; (II) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (III) unauthorized access to or alteration of your transmissions or data; (IV) statements or conduct of any third party on the service; or (V) any other matter relating to the Service.

## 12. Indemnification

You will defend, indemnify and hold Netpage, its parents, subsidiaries, affiliates, agents, officers, directors and employees, harmless from any claim or demand, including reasonable legal 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 Netpage servers and (c) any violation of this Agreement by you.

## 13. Termination

13.1 Either you or Netpage 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 14 below.

13.2 Further, if Netpage believes that you have violated or acted inconsistently with your obligations under this Agreement, Netpage may, at its option and in addition to its other remedies, immediately and without notice, suspend your Account (temporarily or indefinitely), remove and destroy data and files stored by you on Netpage's servers and/or terminate this Agreement. Where appropriate, in circumstances where Netpage believes your acts to be criminal, Netpage will refer complaints to law enforcement authorities, and in such case, Netpage will actively assist law enforcement agencies with the investigation and prosecution of any such activities, including surrendering Customer account and data information.

13.3 Netpage may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms and conditions may be effected without prior notice.

13.4 Netpage will not be liable to you or any third party for any suspension or termination of your Account or the Service.

13.5 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 Netpage of such termination.

13.6 Upon any termination of this Agreement, you acknowledge and agree that Netpage may immediately deactivate, archive or delete your account and all related information and data and/or any further access to such date or the Service. In any event, Netpage will remove your stored data files from main storage and archives within a five (5) -day period from the termination notice. Paragraphs 8, 9, 10, 11, 12, 13, 14 and 15 of this Agreement (and any other provision that can be reasonably construed to survive termination) will survive termination of this Agreement.

### **13.7 Paid up subscriptions are not refundable.**

## **14. Notices**

14.1 Any notice under this Agreement given by Netpage 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 registered. It is important that you maintain a correct working email address and update it if necessary to be able to receive Netpage's communication. Any notice under this Agreement given by you to Netpage will be deemed to be properly given if received by email sent to Netpage's Customer Service, except those that are related to cancellation or termination of the account.

14.2 User is expected to send an email or a letter in writing informing Netpage of a cancellation of service for security reasons. On successful cancellation of account by the user, or by Netpage due to various reasons including non-payment for the services, user data files will be removed immediately from the cancellation date from main storage, as well as archives.

## **15. 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.

## **16. Modifications to this Agreement**

The Terms and conditions of this Agreement may be changed by Netpage from time to time. Upon any such change, Netpage will notify you of such change in accordance with paragraph 14 above and post an updated version of this Agreement on its website located [www.netpage.info](http://www.netpage.info). Your use of any Services after such notification will constitute your acceptance of such changed Terms and conditions.

## **17. Miscellaneous**

### **17.1 Relationship**

Customer and Netpage are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

### **17.2 Assignment**

Your right to use the Service is personal to you, and you may not assign any of its rights, obligations or interests, under this Agreement or your Account, and any attempted assignment will be null and void. Netpage's 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.

### **17.3 Force Majeure**

Operation of our Service may be interfered with by numerous factors outside of our control and we shall not be liable to you for any delay or failure in performance under this Agreement resulting directly or indirectly from causes beyond Netpage's control.

### **17.4 Interpretation**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, as narrowly as possible, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

### **17.5 Confidential Information**

You represent and warrant to Netpage that (a) you are not a competitor of Netpage, (b) you shall keep publicly unannounced information and materials pertaining to Netpage, pre-release software, testing or testing procedures strictly confidential and (c) you shall not use any information gained from access to the Netpage Web site or use of the Netpage Service to compete with Netpage in its business.

### **17.6 Arbitration**

This Agreement will be governed by the laws of The Gambia, without regard to its conflict of laws rules. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties will not apply. You consent to the venue and exclusive jurisdiction of The Gambia courts, with regard to any claim arising under or otherwise occurring by reason of this Agreement or your use of the Service or your Account. 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.