

APPLICATION FORM

Company Details

Company Name

Company Address

Suburb
 State Postcode

Postal Address

Suburb
 State Postcode

Primary Contact

Name
 Position
 Ph
 Email
 Fax No

Billing Contact

Name
 Ph
 Email
 Fax No

Email(s) for Notifications

Internet Service Provider*

Plan Details

No. of Backup Accounts required
 File Exchange Mailbox SQL
 Other

No. of mailbox backups
 (\$2 a mailbox / per month)

Email	<input type="text"/>	Email	<input type="text"/>
Email	<input type="text"/>	Email	<input type="text"/>
Email	<input type="text"/>	Email	<input type="text"/>
Email	<input type="text"/>	Email	<input type="text"/>
Email	<input type="text"/>	Email	<input type="text"/>

Chosen Package*

Up to 10GB (\$55 per month) + initial setup fee
 Up to 100GB (\$110 per month) + initial setup fee
 Up to 200GB (\$165 per month) + initial setup fee
 Up to 500GB (\$220 per month) + initial setup fee
 Up to 1 TB (\$385 per month) + initial setup fee

Backup Retention Period

1 Year 3 Years 5 Years
 Other

Preferred Login Details

Username
 Password

Special Conditions

Accepted and Confirmed

I / We, hereby authorise the above order and payments, and accept the terms and conditions of the agreement attached.

Name
 Signature
 Date

*Please Note: All prices are inclusive of GST.

*Prices above are reliant on clients being connected to an ISP that does not charge for data uploads and/or participates in the Western Australian Internet Exchange (WAIX). Please note Telstra is not a member of WAIX.

TERMS & CONDITIONS

1. Description of Services

Subject to DataKeeper's acceptance of Your registration and Your compliance with the terms and conditions of this Agreement, DataKeeper will provide You with the following service (the "Basic Service"): (a) DataKeeper will establish one (1) online storage and online backup account in Your name on the DataKeeper servers (the "Account"); (b) DataKeeper will initially allow you to store in your Account on a trial basis for 14 days if the trial option is chosen, or will allow you to store up to a limit higher than the trial offer depending on the user's choice among the provided storage options for a subscription fee, including the ability to create sub-accounts for other parties to have access to sections of the account; and (c) DataKeeper will allow You to retrieve data files from Your Account; and (d) If sub-accounts are created by the main account holder, the main account holder is responsible for all the actions arising from the sub-account holders, and will make sure that all the terms and conditions described here are adhered to by the sub-account holders. (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. DataKeeper provides an extensive range of services. It is possible that one or more of these services may not be available at certain times.

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, federal 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, 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 Australia's and other applicable law regarding the exportation and re-exportation of any data or other materials from Australia 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 authorisation 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) DataKeeper should not be used to sell digital content to others. It is not a media for dissemination of digital content for commercial purposes. DataKeeper 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. DataKeeper 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. DataKeeper 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 DataKeeper is completely unacceptable and would be considered as violation of terms as per the (g) clause mentioned above.

3. Registration Information/Storage Over Limits

You will promptly notify DataKeeper 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 the 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." DataKeeper's policy regarding the privacy and use of the Registration Information is set forth in DataKeeper's privacy policy, as the same may be modified and amended by DataKeeper from time to time (the "Privacy Policy"). When You accept this Agreement, You acknowledge that You agree to the terms of the Privacy Policy.

You authorise a recurring monthly invoice in exchange for use of the DataKeeper service as indicated by published standard plans or a customised quote provided for your specific use. You also agree that the enrolment for the next service period is automatic. DataKeeper may allow for use of storage space beyond the specified plan limit chosen by the user. This is designed to allow for uninterrupted backups, in case the usage exceeds the quota limits. In normal circumstances You will be informed by email once your quota reaches 90% of the chosen storage plan. DataKeeper will contact you at this time to arrange an upgrade to a higher plan.

4. Account and Password

After You accept this Agreement and Your registration has been accepted by DataKeeper, 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 DataKeeper of any unauthorised use or other breach in security of Your Account immediately after You learn of the same.

5. Security of Stored Data and Files

DataKeeper 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.

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 DataKeeper's servers and (b) ensuring that such content does not include any of the items listed in paragraph 2(b) above.

DataKeeper 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 DataKeeper has suspicion that an account is being used for storage and distribution of any illegal material such as copyrighted content, DataKeeper reserves the right to examine the content of the online storage and backup account.

In addition, DataKeeper 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

TERMS & CONDITIONS (CONT)

or a subpoena, discovery request or other lawful process that may override privacy rules. DataKeeper reserves the right to refuse, remove or disable access to any data or files stored on DataKeeper's servers with immediate effect that DataKeeper 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

DataKeeper maintains regular backups of data to recover from software or hardware failures. Multiple Snapshots of your data are maintained online. DataKeeper 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 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. DataKeeper 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.

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. Datakeeper, 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. Datakeeper 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 Datakeeper 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 DataKeeper, 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 DataKeeper servers and (c) any violation of this Agreement by You.

10. Termination

Either you or DataKeeper 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 DataKeeper believes that You have violated Your obligations under this Agreement, DataKeeper 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 DataKeeper's servers and/or terminate this Agreement. DataKeeper 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 DataKeeper of such termination. Upon any termination of this Agreement, DataKeeper 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 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 DataKeeper 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 DataKeeper's communication. It is also important that your email system is able to receive emails from datakeeper.com.au into your inbox. Any notice under this Agreement given by You to DataKeeper will be deemed to be properly given if received by email sent to DataKeeper's Customer Service at sales@datakeeper.com.au

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 DataKeeper from time to time. Upon any such change, DataKeeper will notify You of such change in accordance with paragraph 11 above and post an updated version of this Agreement on the DataKeeper website located at <http://www.DataKeeper.com.au>. Your use of any Services after such notification will constitute Your acceptance of such changed terms and conditions.

DataKeeper

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