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ADM Data Storage – Terms & Conditions

1. Use of the ADM Offsite Backup Service (the "Service") consists of the right of a Subscriber of the Service ("Subscriber") to electronically transmit and store computer data using either a private data communications network or the Internet into a location maintained by ADM Computing and to retrieve said data should they be required. The Service is made available by ADM Computing to the Subscriber during the period Subscriber maintains a paid subscription to the Service.
2. Upon notice ADM Computing may modify this Agreement, the Operating Rules or prices and may discontinue or revise any or all other aspects of the Service at its sole discretion and without advance notice. Unless otherwise agreed, Subscriber's right to use the Service or to designate users is not transferable and is subject to any limits established by ADM Computing.
3. Subscriber shall pay in advance any fees or other charges incurred by Subscriber or Subscriber's designated users at the rates in effect for the billing period in which those charges are incurred. In the event of non-payment of charges due, ADM Computing may cancel the Service to Subscriber upon thirty days prior written notice. At the time of cancellation, the Subscriber's access to any of Subscriber's data stored by the Service may be permanently terminated. ADM Computing will not provide a refund for any unused portion of the Services paid in advance by Subscriber.
4. No bailment or similar obligation is created between Subscriber (and/or Subscriber's designated users) and ADM Computing with respect to Subscriber's stored data.

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Subscriber is solely responsible for maintaining the confidentiality of Encryption Passwords. ADM COMPUTING SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUBSCRIBER, SUBSCRIBER'S DESIGNATED USERS, OR OTHER USERS OF THE SERVICE TO MONITOR, SUPERVISE OR OVERSEE THE CONTENTS OF FILES STORED ON THE SERVICE. ADM COMPUTING IS NOT RESPONSIBLE FOR PROVIDING SUBSCRIBER WITH ANY PASSWORDS IN THE EVENT OF A FORGOTTEN PASSWORD. WITHOUT THE CORRECT PASSWORD, SUBSCRIBER'S DATA WILL REMAIN ENCRYPTED AND INACCESSIBLE.

5. Subscriber shall not use the Service for storage, possession or transmission of any information, the possession, creation or transmission of which violates any laws, including without limitation, stolen materials, obscene materials or child pornography. SUBSCRIBER'S BACKUP FILES MAINTAINED BY ADM COMPUTING ARE SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT SUBSCRIBER'S CONSENT UPON PRESENTATION TO SUBSCRIBER OR ADM COMPUTING OF A SEARCH WARRANT.

6. Subscriber agrees to indemnify ADM Computing against liability for use of Subscriber's account which liability is a direct result of Subscriber's misuse or negligent use of its account(s).

7. ADM Computing may make copies of all files stored as part of the back up and recovery of servers utilised in connection with some of the Services. ADM Computing is not obligated to archive such copies and will utilise them only for back up purposes. They will not be accessible to Subscriber.

8. Subscriber is responsible for and must provide all telephone and other equipment and services necessary to access the Service. Subscriber should maintain a primary electronic file of all materials stored in the Service. Subscriber should not utilize the service as a substitute for primary electronic file maintenance.

9. Subscriber expressly agrees that use of the Service is at Subscriber's sole risk. Neither ADM Computing nor any of its licensors, employees or agents warrant that the Service will be uninterrupted or error free; nor will ADM Computing or any of its licensors, employees or agents make any warranty as to the results to be obtained from use of the Service.

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The Service is made available on an 'as is' basis without warranties of any kind, either expressed or implied, including but limited to warranties of title or implied warranties of merchantability, non-infringement or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this agreement.

Neither ADM Computing nor anyone else involved in creating, delivering or maintaining the Service shall be liable for any direct, indirect, incidental, special exemplary or consequential damages arising out of use of the Service or inability to use the Service or out of any breach of any warranty. In no event will ADM Computing 's liability for any claim, whether in contract, tort or any other theory of liability, exceed the amounts paid by the Subscriber, if any, for the Service for the twelve month period preceding the event forming the basis of the claim.