

Offsite backup services (ADM Datastore)

Security notice

Service

ADM Computing provide an off-site backup service (known as ADM Datastore) for businesses, securely backing up business data from the customer premises to ADM Computing's data centre. As an off-site backup repository, this creates segregation of backups for customer's disaster recovery and business continuity planning.

Compliance standards

ADM Computing maintain compliance with the following standards:

- ISO 9001 – quality management
- ISO 14001 – environmental management
- ISO/IEC 27001 – information security management
- BIS/14/696 – Cyber Essentials Plus

This document stands alongside ADM Computing's commitment to data protection as expressed in the privacy policy which can be found at <https://www.adm-computing.co.uk/company-information-policies/information-notice/>

Data geo-location

Customer data which is backed up via the ADM Computing Datastore service is stored solely in the United Kingdom at ADM Computing's secure data centre.

Data processing

In addition to the terms outlined in the ADM Computing privacy policy, it should be noted that limited data processing activities such as storage and retrieval may be undertaken by ADM Computing only as is necessary for the performance and delivery of the services.

Data within the backup environment could potentially be any of the information that the customer places into the backup schedule. Any access will be limited and in only in appropriate response to any technical issues that arise.

Information management

ADM Computing have appointed a compliance team who manage information security, which is led by the Quality Director.

Quality Director · 01227 473530 · dataprotection@adm-computing.co.uk

ADM COMPUTER SERVICES LTD (T/A ADM COMPUTING) · CHAUCER ROAD · CANTERBURY · KENT · CT1 1HH

Complaints

In the event that any individual feels that their data has been misused in any way, there is a complaints guide available from the ADM Computing website here: <https://www.adm-computing.co.uk/company-information-policies/customer-services-complaints-policy/>.

In addition to the customer complaints policy, the contact information above can also be used to discuss any concerns about how ADM Computing use your data.

Escalating complaints

The Information Commissioner's Office (the ICO) is a non-departmental public body which reports directly to Parliament and is sponsored by the Department for Digital, Culture, Media and Sport (DCMS). The ICO is the ultimate body within the United Kingdom with responsibility for regulating data protection. If there are concerns that a complaint is not being handled effectively, the issues can be referred to the ICO.

INFORMATION COMMISSIONER'S OFFICE · WYCLIFFE HOUSE · WATER LANE · WILMSLOW · CHESHIRE · SK9 5AF
0303 123 1113 · casework@ico.org.uk · <https://ico.org.uk/concerns/>

Terms and conditions of service

If you do not agree to be bound by the terms and conditions, you may not use the ADM Datastore off-site backup service and you should cancel your order. If you do not agree to be bound by the terms and conditions, ADM Computing will be under no obligation to provide you with the services.

1. Use of the ADM Computing offsite backup service ("the service") consists of the right of a subscriber of the service ("the 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 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, the 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. The subscriber shall pay in advance any fees or other charges incurred by the subscriber or the 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 the subscriber upon thirty (30) days prior written notice. At the time of cancellation, the subscriber's access to any of the 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 the subscriber.
4. No bailment or similar obligation is created between the subscriber (or the subscriber's designated users) and ADM Computing with respect to the subscriber's stored data. The subscriber is solely responsible for maintaining the confidentiality of encryption passwords. ADM COMPUTING SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE SUBSCRIBER, THE 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 THE SUBSCRIBER WITH ANY PASSWORDS IN THE EVENT OF A FORGOTTEN PASSWORD. WITHOUT THE CORRECT PASSWORD, ANY ENCRYPTED SUBSCRIBER'S DATA WILL REMAIN ENCRYPTED AND INACCESSIBLE. IT IS THE SUBSCRIBER'S RESPONSIBILITY TO KEEP SAFE THE PASSWORD CHOSEN.

5. The 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. THE SUBSCRIBER'S BACKUP FILES MAINTAINED BY ADM COMPUTING ARE SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT THE SUBSCRIBER'S CONSENT UPON PRESENTATION TO THE SUBSCRIBER OR ADM COMPUTING OF A SEARCH WARRANT.
6. The subscriber agrees to indemnify ADM Computing against liability for use of the subscriber's account which liability is a direct result of the subscriber's misuse or negligent use of its account(s).
7. ADM Computing may make copies of all files stored as part of the backup 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 the subscriber.
8. The subscriber is responsible for and must provide all telecommunications and other equipment and services necessary to access the service. The subscriber should maintain a primary electronic file of all materials stored in the service. The subscriber should not utilise the service as a substitute for primary electronic file maintenance.
9. The subscriber expressly agrees that use of the service is at the 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.
10. 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 (12) month period preceding the event forming the basis of the claim.
11. This agreement is, and shall be governed by and construed in accordance with the laws of England and Wales.
12. Notwithstanding any acknowledgment of a subscriber purchase order by ADM Computing, any provision or condition in any purchase order, voucher, letter or other memorandum of the subscriber which is in any way inconsistent with, or adds to, the provisions of this agreement is null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this agreement. If any provision of this agreement is determined to be invalid, all other provisions shall remain in full force and effect.