

# Offsite backup services (ADM Datastore)

## Security Notice

### 1. 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 customers disaster recovery and business continuity planning.

### 2. Compliance standards

ADM Computing maintain compliance with the following standards:

- ISO 9001 – Quality Management
- ISO 14001 – Environmental Management
- ISO 27001 – Information Security Management
- BIS/14/696 – Cyber Essential 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/>

### 3. 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.

### 4. 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 only in appropriate response to any technical issues that arise.

### 5. Information management

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

Quality Director – 01227 473523 – [dataprotection@adm-computing.co.uk](mailto:dataprotection@adm-computing.co.uk).

## 6. 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](mailto:casework@ico.org.uk) – <https://ico.org.uk/concerns/>

## 7. 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 or be bound by these services.***

- 7.1 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 it be required. The service is made available by ADM Computing to the subscriber during the period the subscriber maintains a paid subscription to the service.
- 7.2 Upon notice, ADM Computing may modify this agreement 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.
- 7.3 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 giving thirty (30) days prior written notice. At the time of cancellation, the subscriber's access to any of the subscriber's data stores by the service may be permanently terminated. ADM Computing will not provide a refund of any unused portion of the services paid in advance by the subscriber.

- 7.4 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.
- 7.5 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.
- 7.6 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).
- 7.7 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 backup purposes. They will not be accessible to the subscriber.
- 7.8 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.
- 7.9 The subscriber expressly agrees that use of the services 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.
- 7.10 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.

- 7.11 Notwithstanding any acknowledgement 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.

## 8. Restrictions of Liability

***If ADM Computing are prevented from providing the services for any reasons beyond our reasonable control, we may suspend or delay delivery of the services and shall not be held responsible or liable to the customer for ADM Computing's inability to deliver them. ADM Computing cannot guarantee the proper delivery of any email message or other data item once it has left the confines of our network, and similarly we cannot guarantee that data traffic will be delivered or that its contents will be held secure once it passes from the suppliers control, thereby, under no circumstances can we be held liable for loss of any data/backup.***

## 9. Limitation of Liability

***ADM Computing shall not be liable for any loss or damage sustained or incurred by the subscriber or any third party (including without limitation any loss of use of the Equipment or loss of spoiling of the subscriber programs or data) resulting from any breakdown of or fault in the equipment or software notwithstanding anything else contained in this Agreement, ADM Computing shall not be liable to the subscriber for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever. If the subscriber requires insurance cover for business disruption, loss of profit, data loss or negligence caused by ADM Computing then it is conditional that the subscriber obtains an insurance policy from an insurance company to cover any such risk.***

- 9.1 It is the subscriber's sole responsibility, in a manner acceptable to ADM Computing, to operate and verify a proper backup routine, maintaining all backup copies in a secure environment such that they can and will be provided to ADM Computing when required.
- 9.2 The subscriber undertakes to put and keep in place adequate security measures to protect the Equipment and any other software or data from viruses, harmful code or unauthorised access. ADM Computing shall not be responsible for any unauthorised access to the Equipment by means of hacking, any unauthorised access of the Equipment with intent to commit or facilitate the commission of an offence or any unauthorised modification of Equipment by a third party.
- 9.3 Whilst every effort is made to maintain a remote access link to the Equipment, ADM Computing will not be liable for any loss suffered by the subscriber if for any reason the remote access link is unavailable or interrupted for any period of time.
- 9.4 ADM Computing will provide the Services as detailed within the Agreement, using reasonable skill and care in the provision of the Service. ADM Computing does not warrant that the Service, software or equipment provided by ADM Computing will be error free, secure or uninterrupted.

- 9.5 Remote Access; ADM Computing will configure user authentication accounts and passwords for accessing the Platform remotely, for the purpose of remotely accessing the Platform for service and operation purposes. ADM Computing accepts no responsibility for unauthorised access to the Service.
- 9.6 Subject as expressly provided in these Terms and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in these Terms will affect the liability of ADM Computing for any fraudulent misrepresentation.
- 9.7 Except in the case of death or personal injury caused by ADM Computing's negligence, or liability for defective products under the Consumer Protection Act 1987, ADM Computing will not have any Liability to the subscriber for loss of profit or any indirect, special or consequential Loss to the subscriber arising out of in connection with the provision of any Goods or Services even if ADM Computing had been advised of the possibility of such potential loss.
- 9.8 If ADM Computing fails to provide Services in accordance with its obligations hereunder, the total Liability of ADM Computing in any one year for any loss suffered by the subscriber as a result of such failure will not exceed the Support Charge paid in one year by the subscriber in respect of such Services or £20,000 inclusive of VAT, whichever is the lesser amount.
- 9.9 ADM Computing will have no liability under these Terms or otherwise to the subscriber arising out of any loss of any documents, data, memory erasure of media stores on disk, whether total or partial howsoever arising by reason (in whole or in part) of the subscriber's failure to maintain adequate back-up copies of all of its Operating Platform, operating system software, application software, data files and other documentation.