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## Online Backup Application

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ - \_\_\_\_\_

Phone: Home \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Business: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email address: \_\_\_\_\_

### Preferences:

Login Password: \_\_\_\_\_  
( min. 8 chars and/or #s )

Initial Licence:	Licence type:	Monthly Cost:
1	Desktop or Server OS	\$4.00 /month __
Additional Licences (optional):		
_____	Desktop OS	Free
_____	Server OS	Free
Storage Space:		
_____	Total allowed storage in GBs	\$0.55/GB/month

### Other Fees:

If required: Creation of data restore DVD-ROM: \$95/DVD

### Payment:

Interac/Cash \_\_ Cheque \_\_ MC \_\_ Visa \_\_ Auto Credit Card \_\_

### Term:

Monthly \_\_ Quarterly (less 5%) \_\_ Yearly (less 10%) \_\_

### System Requirements:

Your computer must be connected to the Internet with one of the following OS;  
Windows 7 or higher, or Macintosh X, 10.4 or higher.

*Upon signing, customer acknowledges to have read, understood and agreed to the Terms and Conditions on the back of this form. Under 18 requires parent/guardian signature.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**How did you hear about us?** I'm a current customer \_\_ Other Apexia customer \_\_  
Phone book \_\_ Internet search \_\_ Other: \_\_\_\_\_

## Terms and Conditions (Online Backup)

### Apexia Voice and Data Feb.25/2010

1.BACKUP SERVICE. Apexia Voice and Data (hereafter, "the Company") agrees to provide storage and restoration services of the Client's files by use of the software provided. Additional services may be provided at the Clients election.

2.TERMS OF AGREEMENT. The contract shall be for the term of 30 days beginning on the date of the initiation of service to the Client, renewing automatically until terminated by either party. See Termination below. All rates are based on a fixed tier. The fixed tier plan maintains a monthly billing at a flat rate. Your backup will not be able to exceed that tier and you will be notified when you reach 90% of your chosen tier. Clients with delinquent accounts will be denied access to backup and restore services. After a period of 90 days the files of any delinquent Client shall be deleted from the Company's server after written notice by email to the latest Client email address known by the Company.

3.LIMITATION OF WARRANTY LIABILITY. The Company claims that the use of its products and services will increase the probability that lost, damaged or destroyed files, data or information may be successfully restored. Nevertheless, the Company makes no guarantee or warranty that the system and services will avert, avoid or prevent the loss of files, data or information or the consequences therefore, which the system or service is designed to provide due to any combination of natural disasters, technological failures and/or human activities.

4.EXCLUSIVE REMEDY. Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of the Company to perform its responsibilities under this contract. The Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefore, which the service or system is designed to deter or avert. In the event the Company should be found liable for loss, damage or injury due to a failure of the equipment, software or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services, software or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or non performance of any obligation of the Company from negligence, active or otherwise, of the Company, its agents or employees. If the Client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The Client shall bring no suit against the Company more than one year after the event or occurrence of the cause of action therefore.

5.INCREASES IN SERVICE FEES. Notwithstanding the terms and conditions set forth herein, after the expiration of the first year of this agreement the Company may, at any time, increase the fees and charges upon giving the Client notice in writing. In the event the Client shall be unwilling to pay the increased monthly charge, the Client may terminate this agreement upon giving notice in writing to the Company.

6.ASSIGNABILITY OF CONTRACT. The Company shall have the right to assign this Agreement to any person, firm or corporation. The Client may assign this Agreement with written notice to the Company, including the proper billing instructions for the new Client. Such Client assignment shall be effective upon the Company's approval of the new entity's credit card, financial statement or with prepayment of fees, which approval shall not unreasonably be withheld.

7.COMMUNICATION CIRCUITS. The Client is responsible for the cost and maintenance of all telephone or other communication circuits required for data file transmission and system access. All data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of the Company and are maintained by the communications companies engaged for service by the Client. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach the Company's facility or equipment. The Company cannot be responsible for the continued operation or functioning of these communication circuits nor the reliability of the data files being received over them.

8.TERMINATION. Either party may terminate this Agreement by written notice thirty days (30) in advance. In the event of non-payment of fees the Company may terminate service with a 10-day email notice to the latest available email address.

9.WARRANTY OF CLIENT. The individual signing this Agreement for the Client warrants that he/she has the authority to sign this Agreement and permit the installation of equipment and systems described herein, as well as the authority to contract for the services provided herein.

10.COMPLETE AGREEMENT. This document, with specified addenda, is a complete agreement. Any representation, promise, condition, inducement or warranty, expressed or implied, verbal or written, unless expressed in writing in this Agreement or any Addendum thereto, shall not bind either party and the terms and conditions hereof apply as printed without alteration or qualifications except as specifically endorsed thereon in writing. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.

11.ACCEPTANCE. This Agreement shall not be binding upon the Company unless accepted by an officer of the Company. In the event of Non-Approval, the sole liability of the Company shall be to refund to the customer any amount that has been paid by the customer as part of this Agreement.