

1. The Customer refers to you, the person or party receiving goods or services from Computer Origins;
2. The MSP (Managed Services Provider) refers to Computer Origins, the business entity supplying Products and Services discussed in these Conditions;
3. The Software refers to the retail merchandise supplied to the Customer that performs the role of scheduling and initialising backups;
4. The Hardware refers to peripheral device(s) that have the role of storing backup information;
5. The Service refers to labour supplied by the MSP to install the Software or Hardware and provide offsite monitoring and management;
6. The Product refers to Software, Hardware and Services supplied by Computer Origins (the MSP) and organised as 'The Backup Club';
7. The Customer must purchase and authorise install of the Acronis True Image Home retail product, hereby known as the Software;
8. Alternative drive imaging or file backup software is not supported and will not form part of the Product;
9. The Customer may BYO an external data storage system or commission the MSP to supply an appropriate solution at an extra fee, hereby known as the Hardware;
10. The Customer authorises the MSP to install and configure the Software to the computer to which the MSP agrees to monitor;
11. The Customer authorises the MSP to configure the Software so that email reports applicable to the Product only are sent from the Customer's computer to the MSP for the purposes of backup assessment or management;
12. The Customer agrees that the Privacy policy (available online or upon request) applies to the delivery of the Product;
13. The MSP agrees to report to the Customer any Software or Hardware irregularities relating to the Product's ability to successfully perform regular backups;
14. Acronis True Image is a trademark of the Acronis Corporation;
15. The Software is sold as a single license installed and activated on one physical home computer;
16. Any subsequent Customer computer requiring backup will necessitate separate monitoring and monthly fee for Product delivery;
17. An attempt by the Customer to activate a single copy of Software on multiple computers constitutes a breach of Acronis Corporation's End-User License Agreement (EULA), available with the Software or downloadable from <http://www.acronis.com.au/legal.html>;
18. The MSP reserves the right to deny the Product to the Customer if the MSP believes that the Customer or the Customer's computer does not satisfy the criteria required to deliver the outcomes of the Service;
19. The Customer must maintain a functioning and reliable internet service;
20. The Customer must report to the MSP any changes in internet delivery such as switching to a new Internet Provider;
21. The Customer will make all reasonable effort to ensure that the backup Hardware is connected to the Computer being monitored and is free from encumbrances such as faulty power delivery, faulty computer components and/or peripherals and irregular user interference that may affect successful backups;
22. The Customer must make all reasonable effort to ensure that data not related to the Product is prevented from being stored on the Hardware that may affect successful backup creation;
23. The Customer must make all reasonable effort to ensure that the Windows operating system to which the Software is installed and is performing backups is free from encumbrances such as (but not limited to) virus infection, conflicting third party software or faulty computer components that may affect successful backups. Repairs by the MSP to the Computer to resolve any issues affecting and/or denying successful backups will be at the Customer's expense;
24. The MSP reserves the right to make adjustments to backup schedule or scheme as required to maintain Product delivery;
25. Malicious or accidental changes performed by the Customer to the Product such as uninstallation, disabling schedules, misconfiguration of Software settings, disabling Windows or Software Services or other action by which scheduled backups may not initialise or successfully conclude will be remedied at the Customer's expense;
26. Other than Hardware supplied by the MSP that is covered within a specified warranty period, the MSP is not responsible for unexpected BYO peripheral or computer failure. The repair or replacement of BYO Hardware shall be at the Customer's expense;
27. The recovery of any Computer Operating System that the Product is configured to protect is not included in the Product delivery. Assistance from the MSP to support recovery from a computer or peripheral failure will be at the Customer's expense;
28. The Customer and MSP agree that funds will be automatically deducted from the Customer's bank account as per the Direct Debit Request (DDR);
29. Tax invoices for the supply of the Product will be issued annually (unless otherwise requested), prior to the completion of the applicable financial year or at the cessation of Product services, whichever occurs first;
30. The MSP will not be liable for any financial or other damages stemming from lost profits incurred by a commercial entity resulting from the use of Acronis True Image Software, during the creation of backups to the nominated Hardware or downtime experienced during data recovery;
31. The Product will be configured to back up the main primary internal hard drive where the Windows Operating System and User data exists. Data contained on external sources such as flash media, CD or DVD disks or other portable storage devices will not be backed up unless expressly specified by the Customer;
32. The Customer agrees to respond within 72 hours to enquiries made by the MSP in order to resolve issues affecting successful backups;
33. The MSP will not be held responsible for failed backups and subsequent out of date data should the Customer fail to contact the MSP within the time period stipulated at item 32;
34. The MSP and Customer agree that the supply of the Product will continue until such time as either party nominate to withdraw from the agreement;
35. No minimum agreement period exists nor will agreement cancellation fees apply;
36. The MSP or Customer must provide 30 days prior written notification of the intention to withdraw from the agreement;
37. The MSP reserves the right to perform an annual Product and fee review to which a new agreement may be re-established between MSP and Customer.

By signing below you have read, understood and agree to the
Terms & Conditions specified in this document.

Name	
Signed	Date