

Terms and Conditions

Usage terms for all DataMate users.

1. All software provided by DataMate Backup Services Pty Ltd is on an “as is” basis with no warranties of any kind and DataMate Backup Services Pty Ltd will not be liable for any damages of any kind arising from its use. DataMate Backup Services Pty Ltd further disclaims all warranties, express and implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.
2. DataMate Backup Services Pty Ltd grants you a non-exclusive, non-transferable, royalty-free, limited license to use the binary form of the software provided by DataMate Backup Services Pty Ltd. Redistribution of programs owned by DataMate Backup Services Pty Ltd, unless explicitly granted by DataMate Backup Services Pty Ltd, is strictly prohibited.
3. All content included on this site, including text, graphics, logos, button icons, images and software, is the property of DataMate Backup Services Pty Ltd or its content suppliers and is protected by international copyright laws. All program used on this site is the property of DataMate Backup Services Pty Ltd or its software suppliers and protected by international copyright laws. Any attempt of reverse engineering, disassembly, or decompilation of programs, unless it is explicitly permitted, is prohibited by law.
4. DataMate Backup Services Pty Ltd may send notices to you via either email or regular mail. DataMate Backup Services Pty Ltd may also provide notices of changes to the terms or other matters by displaying notices or links to notices to you generally on the services provided by DataMate Backup Services Pty Ltd.
5. While it is not DataMate Backup Services Pty Ltd’s intent to monitor your online communications, DataMate Backup Services Pty Ltd reserves the right to edit or remove content that we become aware of and determine to be harmful or offensive to the general public. Termination or suspension of your account may be resulted as a consequence to the violation of this rule.
6. The integrity of this system relies on proper use of email as message passing media. The use of the email system, directly or indirect as a spamming tool, or other than it is intended, is prohibited.
7. DataMate Backup Services Pty Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services (or any part thereof) with or without notice.
8. You are expected not to use the services provided by DataMate Backup Services Pty Ltd for any unlawful activities not otherwise covered above, including but not limited to, attempting to compromise the security of any networked account, a site or a country. Appropriate legal procedures will be pursued when DataMate Backup Services Pty Ltd is aware of any of these activities
9. DataMate Backup Services Pty Ltd shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, loss of backup data, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if DataMate Backup Services Pty Ltd or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
10. Users are the ones who have the knowledge of their encrypting keys. They have the sole responsibility to make sure their encrypting keys are kept in a safe and secure place. DataMate Backup Services Pty Ltd shall not be liable for any damages (including damages for not able to restore backup data or the disclosure of confidential information) resulting from loss/corruption/compromise of this key.

11. DataMate backup service is supplied by DataMate Backup Services Pty Ltd on a commercial basis and you acknowledge that payment is required monthly in advance for this service. Any failure to make timely monthly payments will result in the suspension or cancellation of an account. DataMate Backup Services Pty Ltd are under no obligation to service accounts which have outstanding amounts.
12. You acknowledges that the storage space provided by DataMate Backup Services Pty Ltd is the amount as specified within the contract and any usage exceeding this amount will be charged accordingly.
13. DataMate is supplied by DataMate Backup Services Pty Ltd on a license basis and ownership of the software is not transferred. You agree that on termination of your account with DataMate Backup Services Pty Ltd all relevant software will be permanently removed from your computers.
14. You acknowledge that you and not DataMate Backup Services Pty Ltd are responsible for the selection of the information to be backed up by DataMate, the scheduling of the backup operations, ensuring that successful backup has occurred and any costs payable to any third parties as direct or indirect result of using the DataMate software. This exists in instances even when DataMate Backup Services Pty Ltd technicians advise and setup software installations.
15. DataMate Backup Services Pty Ltd does not warrant that our servers will be available at all times and will not be held responsible for backup failure due to electrical faults, internet failure and the likes. We do however strive to provide a 99 per cent target of service availability.
16. DataMate Backup Services Pty Ltd's liability to you in relation to any claims relating to the DataMate service is limited to the resupply of the services you have ordered and paid for in full.
17. You will notify DataMate Backup Services Pty Ltd of any changes to billing or contact details in writing. You will provide DataMate Backup Services Pty Ltd with 1 months written notice should you wish to change your account in any way, this includes cancellation of the DataMate service.
18. You agree that once you have confirmed any account cancellation of DataMate service with DataMate Backup Services Pty Ltd, any backup information that may of existed on our servers will be removed in a timely fashion, and our obligations to provide recovery of any information ceases once your account is cancelled.
19. Recovery assistance is offered on a 'good faith' basis, and under no circumstances do we guarantee a minimum offering in the services we offer, or provision of any recovery equipment. This issue generally will only arise if a customer's recoveries impact on our ability to service other customers.
18. You acknowledge that these terms and conditions may alter from time to time. Notice of these changes will be provided to you in writing via post or email.
19. All prices are in Australian Dollars and are inclusive of GST.