



<http://www.yildun-backup-remoto.com>

yildun Remote Backup Services

a professional platform
for remote backup
over the Internet

y[]* with differential technology

AGREEMENT ON PARTICULAR SERVICE CONDITIONS REGARDING THE EXECUTION OF YILDUN REMOTE BACKUP SECURITY COPIES

This agreement is signed by and between

INSIMA TEKNOLOGIA S.L., with ID Tax Number B20942348 and located in Oiartzun, provider of the YILDUN service, and the CLIENT for the execution of remote security copies, and the user CLIENT of the service platform for the execution YILDUN Backup security copies.

PURCHASE CONDITIONS

1.- OBJECT

The object of this agreement, made by and agreed to between both parts, is to determine the terms and conditions established on the this agreement.

2.- APPLICABLE CONDITIONS

The service is based on a software. Hence, on the first place, it will be the usage licence conditions of the application software that will be applied.

3.- PURCHASING THE SERVICE

YILDUN offers the CLIENT the infrastructure (the software and the storage) that permit the execution by the CLIENT of the security copies of the data that the CLIENT wishes to appoint and that are located in the information system.

4.- CONTENT OF THE SERVICE

The content of the service is specified on the website of the service and in the "Service description document". This document provides information of the content of the service, price plans and specifications about the support service.

5.- SERVICE AVAILABILITY

The availability of the service depends on the availability of the Main Network, since the YILDUN service is offered by this service. It is the Main Network that manages and offers the service. That is why the availability, measures or indemnities will be based on the availability of the Main Network.

Furthermore, the service may be interrupted due to failures on the system that may specifically be produced on the computer, systems or lines dedicated to provide this specific service. In this case, the repair of the systems is established to 48 working hours (from Monday to Friday from 8 am to 8 pm, except on festivities). After exceeding this repair time, YILDUN establishes a repair indemnity to the CLIENT, which will be proportional to the established service rate and the time passed by without the service, or without the proper execution of the quality parameters described in this contract.

The indemnity will not surpass the monthly, three monthly or yearly rate that the CLIENT pays to YILDUN for the contracted service rendering. The indemnities will be accounted for, from the stipulated 48 repair hours.

The payment of the indemnities will never exceed the amount of the paid service by the CLIENT, which will be calculated based on the period that must be indemnified, depending on the contracted service: monthly, tree-monthly or yearly.

6.- DURATION, MODIFICATIONS AND TERMINATION

The duration of the agreement is of one (1) year, independently of the chosen payment method (monthly, yearly), unless otherwise specified on the Proforma invoicing or estimate sent and accepted by the CLIENT, or unless the CLIENT has contracted specifically a monthly contract. The subscription shall be renewed automatically if any part fails to report it at least one (1) month prior to the expiry date of the contract.

7.- LIABILITY, LIMITATION OR EXCLUSION

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1. The incidences concerning the service and the connectivity interventions in the user equipment, together with servers on the CLIENT's LAN or personal computers, are excluded from the service, both software and hardware.
2. YILDUN is not responsible for the denial of the service caused by a third party (virus, Trojan horse, etc.)
3. YILDUN informs of the obligation of accomplishing the law on Industrial and Intellectual Property (on a merely indicative method and not exhaustive: software usage licences, royalties, copyright etc.) by the CLIENT, when this installs any kind of software or content on the object machines of the present service. The CLIENT exonerates YILDUN of any infraction committed by the USER or by the CLIENT in an intellectual or industrial property matter.
4. YILDUN is excluded of all responsibilities of the damages of all nature that shall arise, owing to utility fraud that the CLIENT may have attributed to the services, or to the utility fraud that the CLIENT may have attributed to the reliability of the services.
5. Compliance of the data protection law: the service provided by YILDUN, as well as the Data Centres where the servers are located, comply with all the requirements demanded by the law on data protection for the storage of security copies.
6. The Data Centre where YILDUN stores the servers for this service is provided with the most advanced measures and tools that are available for the data protection on the market. Furthermore, these measures shall not be considered unshakeable. YILDUN shall not be responsible of any data loss, by any means.

8.- PAYMENT OF THE SERVICES

The invoice will be delivered to the CLIENT depending on the chosen payment method, periodicity and the contracted service. The cost of the service shall be stipulated depending on the fare in force at the moment the service is contracted or at renewal, according to the price published on the website of YILDUN. Instalment defaults by the CLIENT shall lead to the interruption of the service and to the demand of the outstanding instalments .

El cliente dispone de la opción de encriptación de sus datos para ser transferidos y guardados en el servidor YILDUN de copias.

9.- DATA ENCRYPTION KEY

The CLIENT is provided with the option of encrypting the data for the transfer and the safeguard of the data onto the YILDUN server. The CLIENT is the only person provided with the key and nobody else will have access to it. In case of loss or forgetting the said key, it will be impossible to recover the information.

The CLIENT is the only person who holds responsibility of the custody of the said key, therefore, by no means, the client could demand it in case of loss or forgetting it.

10.- ACCEPTANCE OF THE AGREEMENT

This agreement is understood to be accepted by the client under any of these circumstances:

- When the agreement is signed physically.
- When there is a formal consent by purchasing any of the services through the website.

11.- NULITY

In case any of the clauses on the Particular Service Conditions would be deemed null and void, fully or partly by any court, the rest of the stipulations shall remain valid.

12.- APPLICABLE LAW

In case of dispute concerning the agreement, the parts shall settle voluntarily to court in San Sebastian (Spain). The agreement shall be governed by the Spanish Law.

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