

### 1 PREAMBLE

This document details the terms and conditions of the Amberdms RTL Database. You [the customer] must agree to these terms before signing up to the service.

### 2 SOFTWARE COMPATIBILITY

The Amberdms RTL Database has been designed to work with all common internet-capable computer systems.

In the rare event that the customer's computer is not compatible with the Amberdms RTL Database, Amberdms will be happy to recommend the type of computer to use. Since this is not a problem with the Amberdms RTL Database, but rather a problem with the end user equipment Amberdms Ltd is not required to give a refund if the customer decides to cancel the service, unless the problem is reported within 30 days of signing up.

### 3 SERVICE UPTIME

Amberdms Ltd prides itself on having high reliability computer and network systems with the aim of providing 100% uptime.

However, due to third party problems outside of our control (such as an internet access provider failure), we can not guarantee 100% uptime. In the event of a problem we will do our best to work around the problem.

### 4 SECURITY

Amberdms's computer systems are run by leading industry professionals, with advanced defence software.

However, there is no guarantee that data is 100% secure and the customer agrees that Amberdms Ltd is not to be held liable in the event of a security breach.

In the event of a security breach, Amberdms Ltd will investigate the problem and make any software fixes at no charge, unless the security problem was caused by forbidden practices by the customer in which case Amberdms may try to recover costs of the investigation.

The following are forbidden practices because of the security risks they impose:

- Using a public computer system (such as a computer at an internet cafe).
- Using a computer with pirated software, viruses, malware or known security flaws.

- Giving your password to anyone.

Additionally, it is forbidden for customers to try and break the security of the Amberdms RTLB Database. Any customer caught doing this will have their account immediately cancelled at no refund and Amberdms may even choose to prosecute.

## **5 BACKUPS**

Amberdms Ltd creates constant off-site backups of customer data every 3hrs and guarantees that in the event of a fatal system failure requiring a full data restore, no more than the last 3 hours of changes will be lost.

The backups are encrypted to ensure your privacy and to protect from theft.

## **6 LICENSING**

The Amberdms RTLB Database is charged as a subscription license fee per each RTLB staff member using it.

Payment for the service will be changed in advance of the license expiry date and must be made by the date due specified on the invoice. Failure to pay on time may result in the customer's account being disabled.

If a customer has not paid up to a month after the account has been disabled, Amberdms Ltd reserves the right to delete all of the customer's data.

## **7 UNSUBSCRIBING**

In the event of a customer choosing not to renew their licence, Amberdms Ltd will provide a copy of all the customers files and data via either a download, email or CDROM.

If a customer cancels their account before their current subscription period expires, Amberdms Ltd will not provide a refund.

## **8 FUTURE TERMS & CONDITIONS**

If the terms and conditions are ever changed, all customers will receive advance notice of the changes and the new terms.