



Pinetree – Net Backup

Plans	Allocation	Monthly	Yearly
Lite2G	2GB	\$29.95 <input type="checkbox"/>	\$329.00 <input type="checkbox"/>
Business5G	5GB	\$49.95 <input type="checkbox"/>	\$549.00 <input type="checkbox"/>
Business10G	10GB	\$79.95 <input type="checkbox"/>	\$859.00 <input type="checkbox"/>
Premium20G	20GB	\$99.95 <input type="checkbox"/>	\$1089.00 <input type="checkbox"/>
Premium30G	30GB	\$129.95 <input type="checkbox"/>	\$1399.00 <input type="checkbox"/>
Large Backup	Please contact Pinetree for a quotation		

Additional Licences - 1 included with Service

Charges	Monthly	Yearly
1 Additional Licence	\$7.00 <input type="checkbox"/>	\$70.00 <input type="checkbox"/>
Number of Additional Licences:	<input type="text"/>	

- Contract terms are 12 months.
- Monthly charges are billed quarterly.
- Please consult your ISP regarding upload data charges.
- Services include a licence for 1 machine, additional licences allow for multiple machine backups via network drives or software installations.

Customer Details

Customer Name: _____
ABN: _____
Contact Name: _____
Telephone: _____ Mobile: _____
Street Address: _____
Postal Address: _____

Billing Details

Preferred Email address
for billing/contact: _____

Payment Details

Payment method Direct Debit via Credit Card (all cards) Invoiced via Email (above address)

Credit Card number: _____ Expiry date: _____
Card holder's name (Block letters): _____
Card holder's signature: _____

Customer Declaration

My signature indicates acceptance of the Pinetree General Terms and Conditions, as a duly authorised representative of the customer.

Signature: _____ Date: _____

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Pinetree Agreement

ECN Pty Ltd (**Pinetree, we, us**) has agreed to provide you (**client**), and you agree to purchase, the service as requested in the Service Application Form (the **Service**) and in accordance with:

- (a) The general Terms and Conditions set out on this page (**General Terms**); and
- (b) Any other service descriptions and conditions that are agreed upon.

In the event of any inconsistency between the General Terms and any other provision of this Agreement, the General Terms will prevail to the extent of that inconsistency.

1. Minimum Term

The minimum term of your agreement with us is 12 months from the date of your connection to the Service unless otherwise stipulated by us in writing.

2. General Conditions of Service

By signing this agreement, you agree to and acknowledge the following:

- (i) You as the client are solely responsible for the selection of and inclusion of file data into backup sets for submission to the Pinetree servers.
- (ii) You as the client are solely responsible for the correct scheduling of backup operations and furthermore ensuring that successful execution of those schedules is completed.
- (iii) You as the client are solely responsible for ensuring that file data can be restored from Pinetree servers.
- (iv) The Client agrees that to the extent permitted by law, any rebate payable by ECN Pty Ltd to the Client will be to the total value of the annual contracted service rental to Pinetree from that client.

3. Use of the Service

You agree to comply with the Pinetree Acceptable User Policy, which is as follows:

- i) Not to store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.
- ii) Not to knowingly allow service details, specifically your security code to be viewed or retrieved by any unauthorised third parties.

- iii) Not to distribute, or allow to be distributed Pinetree software to any third parties.
- iv) To notify Pinetree immediately of any of the following:
 - a) Breach of security of your security code,
 - b) Change of billing or contact details,
 - c) Requirement of Pinetree to produce a recovery DVD of file data.

4. Software Licence

Pinetree provides backup software and services as is without warranty or guarantee of useability. By installing and operating the software and services provided by Pinetree, you indemnify ECN Pty Ltd for any losses or damages occurred, either directly or indirectly by the use of Pinetree services or software.

Pinetree grants use of any provided software for the period of which the client maintains an active service with Pinetree. In the event of cancellation, the client must remove any copies of the software from their system.

The Client may not duplicate or distribute any Pinetree software to any persons without express written permission from ECN Pty Ltd.

5. Cancellations

Service cancellations will attract a fee of equal to the monthly rental or part thereof of the service provided for the period remaining on the contract

Cancellations received outside the contract period will be effective the last day of the current billing period for which the service is cancelled in.

6. Payment

I/We, the client, acknowledge that payment is required to ECN Pty Ltd prior to service delivery. In the event of Pinetree providing a customer invoice, invoices will be provided with strict **14 day** trading terms.

Should payment **NOT** be received within the trading terms, Pinetree Pty Ltd reserves the right to suspend/cancel the service without further notice until such time as all accounts are paid in full and finalised.

7. Billing

Billing will commence the day following the date that the customer is notified that their service is active.

We reserve the right to terminate or suspend the Service in the event of a breach of this agreement.