

**These Terms were last updated on: 25 October 2013**

## **GENERAL TERMS AND CONDITIONS**

This page tells you information about us and the legal terms and conditions (“**Terms**”) on which we sell any of the products (“**Products**”) listed on our website (“**our site**”) to you.

### **1. WHO ARE WE?**

1.1 We operate the website [www.istorage-uk.com](http://www.istorage-uk.com). We are iStorage Limited, a company registered in England under company no. 6951286, and with our registered office at C/O Arnold Hill & Co, Craven House, 16 Northumberland Avenue, London, WC2N 5AP. Our VAT registration number is GB978989214.

If you have any questions, comments or complaints about these Terms, please get in touch with us by email at: [info@istorage-uk.com](mailto:info@istorage-uk.com), by post to: iStorage Limited, iStorage House, 13 Alperton Lane, Perivale, Middlesex, UB6 8DH, or by calling: +44(0)20 8991 6260.

1.2 These Conditions shall apply to every agreement between us under which we supply Products’ to you (“Contract”).

1.3 We amend these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1.4 These Conditions shall take precedence over any conditions which you supply to us.

1.5 Please read these terms carefully and make sure that you understand them before ordering Products from our site.

1.6 Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our site.

### **2. GENERAL**

All quotations are made and all orders are accepted by us subject to these Terms. The placing of an order following any quotation or other (e.g. website) indication of price and delivery shall not be binding on us unless and until accepted by us in writing. We reserve the right to accept or refuse orders without ascribing any reason.

### **3. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy <https://www.istorage-uk.com/privacy-policy/>. Please take the time to read these, as they include important terms which apply to you.

#### 4. IF YOU ARE A CONSUMER

**This clause 4 only applies if you are a consumer.**

- 4.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.
- 4.2 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### 5. IF YOU ARE A BUSINESS CUSTOMER

**This clause 5 only applies if you are a business.**

- 5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
- 5.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

#### 6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 6.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 6.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described below.
- 6.3 We will confirm our acceptance to you by sending you an e-mail that confirms that your order has been accepted and which will include our estimated date of delivery (**Order Confirmation**). The Contract between us will only be formed when we send you the Order Confirmation.
- 6.4 If we are unable to supply you with a Product, for example because of export control restrictions (see clause 10.1) or because that Product is not in stock or no longer available or because of an error in the price on our site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

#### 7. OUR RIGHT TO VARY THESE TERMS

- 7.1 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

7.2 We may revise these Terms from time to time. Changes made to these Terms in accordance with this clause 7.2 will not affect any previous orders made under earlier versions of the Terms.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will update the date stated at the top of these Terms and we will explain on our site any material changes which have been made to the Terms.

## 8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

**This clause 8 only applies if you are a consumer.**

8.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 8.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 However, this cancellation right does not apply in the case of:

8.2.1 any made-to-measure or custom-made products;

8.2.2 software, DVDs or CDs which have a security seal which you have opened or unsealed.

8.3 Your legal right to cancel a Contract starts from the date of the Order Confirmation. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

8.4 To cancel a Contract, please contact us in writing to tell us by sending an e-mail to: [info@istorage-uk.com](mailto:info@istorage-uk.com), or by sending a letter to: iStorage Limited, iStorage House, 13 Alperton Lane, Perivale, Middlesex, UB6 8DH, or by calling +44(0)20 8991 6260 to tell us. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

8.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day you gave us notice of cancellation as described in clause 8.4. If you returned the Products to us because they were faulty or miss-described, please see clause 8.6.

8.6 If you have returned the Products to us under this clause 8 because they are faulty or miss-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

8.7 We refund you on the credit card or debit card used by you to pay.

- 8.8 If the Products were delivered to you:
- 8.8.1 you must return the Products to us as soon as reasonably practicable.
  - 8.8.2 unless the Products are faulty or not as described (in this case, see clause 8.6), you will be responsible for the cost of returning the Products to us;
  - 8.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 8.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.
- 8.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 8 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 9. DELIVERY

- 9.1 We will use our best endeavours to fulfil your order by the estimated delivery date set out in the Order Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 9.2 If we are unable to fulfil your order by the estimated delivery date in accordance with clause 9.1, we shall notify you of a revised delivery date. If the revised delivery date is not acceptable to you, we shall at your request cancel your order and refund to you the price of the Product(s) which you have ordered.
- 9.3 Delivery of the Products to your address or any other place stipulated by you shall constitute delivery.
- 9.4 The Products will be your responsibility from the completion of delivery.
- 9.5 We shall be entitled to make partial deliveries by instalments and these Terms shall apply to each partial delivery.
- 9.6 You own the Products once we have received payment in full, including all applicable delivery charges.

## 10. INTERNATIONAL DELIVERY

- 10.1 We deliver to various countries around the world and we have distributors as listed on this page <https://www.istorage-uk.com/wheretobuy/>(**International Delivery Destinations**). However, we reserve the right not to supply any Product if its delivery to the requested International Delivery Destination may breach any export control restrictions, or where the costs of us having to comply with applicable export laws or regulations have not already been factored into our prices or delivery charges. If this happens, we will inform you by email that your order has been cancelled and, if you have already paid for the Product, we will refund you the full amount as soon as possible.

- 10.2 You and we shall comply fully with applicable laws and regulations governing the export of technical data, encryption technologies and other export laws and regulations of the US, EU and other states. You shall cooperate with us in our efforts to ensure that the Products comply with all applicable export laws and regulations. However, this clause does not affect our ability to cancel an order as described in clause 10.1.
- 10.3 If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 10.4 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 10.5 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## **11. PRICE OF PRODUCTS AND DELIVERY CHARGES**

- 11.1 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 11.5 for what happens in this event.
- 11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.
- 11.3 The price of a Product excludes VAT. If VAT is applicable, then this will be charged in addition to the price at the rate which for the time being that is prescribed by law. The amount of VAT that we will charge you will be clearly itemised in your shopping basket before you place your order. If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 11.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time and are also set out below:
- United Kingdom: £5.00
  - Europe: £12.50
  - Rest of World: £15.00
- 11.5 Our site contains a variety of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have

reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

## 12. HOW TO PAY

- 12.1 You can only pay for Products using a debit or credit card or Pay Pal. We accept all major debit or credit cards except for American Express.
- 12.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

## 13. PRESENTATION OF PRODUCTS

- 13.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
- 13.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.
- 13.3 The packaging of the Products may vary from that shown on images on our site.
- 13.4 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.
- 13.5 We shall not be responsible for adapting or modifying any Products to conform to statutory requirements not current at the time of our acceptance of your order.
- 13.6 We reserve the right without prior approval from or notice to you to make changes to the Products which do not affect physical or functional interchangeability or performance or are required for purposes of safety or to meet the Products' specification.
- 13.7 **You must not rely on the Products we supply to you under these Terms as your primary method of storing any data, you must back-up any data which you store on the Products on another device.**

## 14. WARRANTY

- 14.1 We warrant that on delivery and for a period of 24 or 36 months from delivery (depending on what Product is purchased, please refer to the following link for details: <https://www.istorage-uk.com/support/>), the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 14.3.
- 14.2 We warrant that the Products comply with the standards listed in the relevant data sheet on our website at the time you place your order.
- 14.3 The warranty in clause 14.1 does not apply to any defect in the Products arising from:

- 14.3.1 fair wear and tear;
  - 14.3.2 willful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - 14.3.3 if you or a third party fail(s) to operate or use the Products in accordance with the user instructions;
  - 14.3.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; or
  - 14.3.5 any specification provided by you.
- 14.4 Under these warranties we will, at our option, either repair, replace, or refund you for, any Products found to have material defects provided that upon delivery:
- (i) you inspect the Products to check whether they have any material defects; and
  - (ii) you test the encryption mechanism in the Products.
- 14.5 We shall not be liable for any material defects or defects in the encryption mechanism of the Products ascertainable upon inspection on delivery unless you notify such defects to us within 30 days of delivery. We shall not be liable for any material defects or defects in the encryption mechanism of the Products which are not ascertainable upon inspection on delivery unless you notify such defects to us within 7 days of the time when you discover or ought to have become aware of such defects.
- 14.6 We shall not be liable for a breach of any of the warranties in this clause 14 if you make or anyone else makes any further use of the Products after discovering a defect.
- 14.7 Upon notification of any defect, you should return the defective product to us. If you are a business, you will be responsible for the transportation costs incurred by you in sending any Products or parts of the Products to us under the warranty, and we will be responsible for any transportation costs we incur in sending you a repaired or replacement Product. If you are a consumer, please see clause 8.6.
- 14.8 Products returned must be in the original packaging and in clean condition. Products returned otherwise will, at the Company's discretion, either be refused or a further additional fee charged to cover the additional costs involved. Products returned for repair under warranty must be accompanied by a copy of the original invoice, or must quote the original invoice number and date of purchase.
- 14.9 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office

**15. Our liability if you are a business**

**This clause 15 only applies if you are a business customer.**

- 15.1 If you re-sell any Products, then the following will also apply to you:

- 15.1.1 you will be solely responsible for ensuring that the Products, and all activities connected with their re-sale (including marketing, storage, sale, supply and onwards distribution) comply with all applicable laws and regulations that are in force from time to time, and that you obtain all necessary permits and licences for such activities;
  - 15.1.2 you will not bind us or make any commitments on our behalf and you will not hold yourself out as having any authority to do so. You will not make any representations or statements about the Products beyond that which is contained in any official Product literature that we supply to you;
  - 15.1.3 you keep us informed promptly about any Product complaints and, if we ask you to do so, you will let us control the handling of that complaint. If we could be liable in any way in respect of that complaint, you will not admit liability or attempt to settle the matter without our prior written consent;
  - 15.1.4 you will indemnify us if we suffer any losses or incur any expense as a result of any breach by you of this clause 15.1 and/or if any third party brings a claim against us in respect of a Product which is attributable to your acts or omissions.
- 15.2 Nothing in these Terms limit or exclude our liability for:
- 15.2.1 death or personal injury caused by our negligence;
  - 15.2.2 fraud or fraudulent misrepresentation;
  - 15.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 15.2.4 defective products under the Consumer Protection Act 1987.
- 15.3 Subject to clause 16.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 15.3.1 any loss of profits, sales, business, or revenue;
  - 15.3.2 loss or corruption of data, information or software, including by malicious hacking;
  - 15.3.3 loss of business opportunity;
  - 15.3.4 loss of anticipated savings;
  - 15.3.5 loss of goodwill; or
  - 15.3.6 any indirect or consequential loss.
- 15.4 Subject to clause 15.2 and clause 15.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

16. **Our liability if you are a consumer**

**This clause 16 only applies if you are a consumer.**

16.1 **So far as legally possible, we are not liable if anything goes wrong, for example if you lose any data or if someone hacks into your Products. If we are liable, it is only for up to the price you paid for the Products. So you should always make sure you have a back-up of your content. You must not rely on the Products we supply to you under these Terms as your primary method of storing your data.**

16.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract. We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for loss or corruption of data, information or software, including by malicious hacking.

16.3 If you are a consumer, the Products are supplied for domestic and private use and for this reason we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you use a Product for any commercial, business or re-sale purposes, you will be treated as a business and the clauses in these Terms that are applicable to consumers only will not apply to you.

16.4 We do not in any way exclude or limit our liability for:

16.4.1 death or personal injury caused by our negligence;

16.4.2 fraud or fraudulent misrepresentation;

16.4.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

16.4.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

16.4.5 defective products under the Consumer Protection Act 1987.

16.5 Subject to clause 16.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

## 17. COPYRIGHT, PATENTS, TRADE MARKS AND INTELLECTUAL PROPERTY

You acknowledge that rights in respect of trade marks, trade names, copyrights, patents and other intellectual property rights connected with the Products do not pass to you. You shall not acquire any Intellectual Property rights in the Products under this Contract. You are not permitted to use our trade marks or trade or product names without our prior written permission.

## 18. EVENTS OUTSIDE OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

18.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

18.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

18.3.1 we will contact you as soon as reasonably possible to notify you; and

18.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 19. OTHER IMPORTANT TERMS

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We reserve the right to sub-contract any part of any work or supply of any Products.

19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of the our warranty in clause 16 to the recipient of the gift without needing to ask our consent.

19.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 15, but we and you will not need their consent to cancel or make any changes to these Terms.

19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 19.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, you have the right to bring proceedings in your home jurisdiction.
- 19.7 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.