

WEBSITE TERMS OF USE

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Website at www.cometbackup.com and also applies to any subdomains of the Website and any other directly related websites where these Terms are displayed. By accessing and using the Website:
- a you agree to these Terms; and
 - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

2 CHANGES

- 2.1 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 2.2 We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.
- 2.3 These Terms were last updated on 12th March, 2024.

3 DEFINITIONS

In these Terms:

including and similar words do not imply any limit

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis

personal information means information about an identifiable, living person

Terms means these terms and conditions titled *Website Terms of Use*

Underlying System means any network, system, software, data or material that underlies or is connected to the Website

User ID means a unique name and/or password allocated to you to allow you to access certain parts of the Website

We, us or our means Comet Licensing Limited

Website means www.cometbackup.com and its related Websites and sub-domains.

You means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

4 YOUR OBLIGATIONS

- 4.1 You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.
- 4.2 If you are given a User ID, you must keep your User ID secure and:
- a not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
 - b immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by sending an email to hello@cometbackup.com.
- 4.3 You must:
- a not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
 - b unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
 - c not copy or reproduce any information held on the website, unless We provide you with a specific method for doing so (such as a facility that allows you to backup, export or download information).
- 4.4 You may link to our Website, but you may not make any claim that you are in any way associated with Our Business or Website. If we request you to remove a link, you must do so immediately.
- 4.5 You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

5 INTELLECTUAL PROPERTY

- 5.1 We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and *look and feel*), and the Underlying Systems.

6 HYPERLINKING

- 6.1 In many places on this website, we list links to other websites/portals. These links have been placed for your convenience. Comet Backup is not responsible for the contents and reliability of the linked websites and does not necessarily endorse the views expressed in them. Mere presence of the link or its listing on this website should not be assumed as endorsement of any kind. We cannot guarantee that these links will work all the time and we have no control over availability of linked pages.
- 6.2 Linking to the Comet Backup website by other websites/portal: Prior permission is required before hyperlinks are directed from any website/portal to this site. Permission for the same, stating the nature of the content on the pages from where the link has to be given and the exact language of the Hyperlink should be obtained by sending a request at Comet Backup via hello@cometbackup.com

7 NOTICE AND TAKEDOWN PROCEDURES

- 7.1 If you believe any content present on this Site infringes your copyright, you may request such content to be removed from this Site by following the notice and take down procedures of the Digital Millennium Copyright Act. To follow those procedures, contact hello@cometbackup.com and provide the following information:
- A clear statement identifying the works or other materials believed to be infringed.
 - A statement from the copyright holder or authorized representative that the materials are believed to be infringing.
 - Sufficient information about the location of the allegedly infringing materials so that we can find and verify its existence.
 - Your name, telephone number and e-mail address.
 - A statement from you under penalty of perjury that the information supplied is accurate, and that you are authorized to act on the copyright owner's behalf.
 - A signature or the electronic equivalent from the copyright holder or authorized representative.

8 COSTS FOR PROCURING OUR SERVICES

- 8.1 Our services are provided on a pre-paid basis. You must purchase credit, which is known as “Comet Credit” or simply “Credit”.
- 8.2 It is your responsibility to ensure that you maintain a positive Credit balance. If your Credit balance is depleted, then you will no longer be able to procure our services, and paid services will be suspended.
- 8.3 Credit is consumed according to the value of the services that you are consuming. There is typically a charge per every 30 days of use of the service. Although some services incur a one-off charge, which is debited from your Credit balance. All standard fees and charges are listed on our website on the “Pricing” page. If you procure a one-off service that will result in a deduction of your Credit balance, we will advise you in writing before this occurs.
- 8.4 Credit has a differing value dependent on factors such as, but not limited to:
- a The quantity you purchase
 - b Promotions or sales that we offer from time to time

9 PAYMENT FOR SERVICES

- 9.1 All services are quoted in USD (United States Dollar) and must be paid for in USD
- 9.2 We accept the following methods of payment
- a Bank deposit (telegraphic transfer) directly into our USD bank account
 - b Credit Card. Mastercard, Visa, American Express.
 - c Paypal
- 9.3 You are responsible for all bank and transaction fees that you incur in making your payment
- 9.4 Currency conversion rates and fees vary from time to time. If making a telegraphic transfer, you must ensure that the correct USD amount is deposited to our account. If you wish to pay via telegraphic transfer, you must email hello@cometbackup.com and request a manual Credit Purchase Invoice. A USD \$25.00 transaction fee applies to telegraphic transfers.
- 9.5 When paying by Credit Card, your statement will show “Comet Licensing Limited” as the payee. For your security, we also advise:
- a Credit Card payments may only be made via our website. Do not email us your Credit Card number under any circumstances.
 - b When making payment, check the URL of the website contains the domain (TLD), cometbackup.com.
 - c When making payment, ensure that the website indicates that the page is SSL secured.

10 REFUNDS AND RETURNS

- 10.1 Once you have purchased Comet Credit, it is non-refundable. It is your responsibility to ensure that your purchasing decision is correct before making payment.
- 10.2 If we have incorrectly charged you, or you believe that we have misrepresented a charge or a service, you may raise a complaint by emailing hello@cometbackup.com. Where your complaint is validated, you will offered a refund or service of equivalent value.
- 10.3 No refund will be given for the purchase of Credit that has already been consumed.

11 DISCLAIMERS

- 11.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
- a the Website being unavailable (in whole or in part) or performing slowly;
 - b any error in, or omission from, any information made available through the Website;
 - c any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
 - d any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 11.2 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

12 LIABILITY

- 12.1 To the maximum extent permitted by law:
- a you access and use the Website at your own risk; and
 - b we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 12.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that

cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZD100.

12.3 To the maximum extent permitted by law and only to the extent clauses 7.1 and 7.2 of these Terms do not apply, our total liability to you under or in connection with these Terms, or in connection with the Website, or your access and use of (or inability to access or use) the Website, must not exceed NZD100.

13 PRIVACY POLICY

13.1 You are not required to provide personal information to us, although in some cases if you choose not to do so then we will be unable to make certain sections of the Website available to you. For example, we may need to have your contact information in order to provide you with updates from our Website.

13.2 When you provide personal information to us, we will comply with the New Zealand Privacy Act 2020.

13.3 The personal information you provide to us (including any information provided if you register for an account) is collected and may be used for communicating with you, statistical analysis, the marketing by us of products and services to you, credit checks (if necessary), and research and development.

13.4 We may also collect technical information whenever you log on to, or visit the public version of, our Website. This may include information about the way users arrive at, browse through and interact with our Website. We may collect this type of technical information through the use of *cookies* and other means. *Cookies* are alphanumeric identifiers that we transfer to your computer's hard drive to enable our systems to recognise your browser. If you want to disable *cookies*, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on the Website. We use the technical information we collect to have a better understanding of the way people use our Website, to improve the way it works and to personalise it to be more relevant and useful to your particular needs. We may also use this information to assist in making any advertising we display on the Website more personalised and applicable to your interests.

13.5 Generally, we do not disclose personal information to third parties for them to use for their own purposes. However, some of the circumstances in which we may do this are:

- a to service providers and other persons working with us to make the Website available or improve or develop its functionality (e.g. we may use a third party supplier to host the Website);
- b in relation to the proposed purchase or acquisition of our business or assets; or
- c where required by applicable law or any court, or in response to a legitimate request by a law enforcement agency.

- 13.6 Any personal information you provide to us may be stored on the secure servers of our trusted service providers, which may be located outside New Zealand. This may involve the transfer of your personal information to countries which have less legal protection for personal information than New Zealand.
- 13.7 We use Google Analytics software to help measure traffic patterns to, from, and within our website. Google Analytics anonymously aggregates website statistics such as number of page views, the number of visitors, time spent on our site, browser types, and common entry and exit points into and from the website. All information is aggregated by Google Analytics and provided to us to help us better understand usage of our website – no individual visitors are identified. Google Analytics is a leader in the Internet industry and their systems have been adopted as an accepted website traffic measurement standard amongst major Internet sites. You can learn more about Google Analytics by visiting the following links.
<http://www.google.com/analytics/>
http://www.google.com/intl/en_ALL/privacypolicy.html
- 13.8 We use third-party vendors, like Google, to show you ads on sites across the Internet. Specifically we use Google AdWords Remarketing to display relevant ads tailored to you based on what parts of our website you have viewed. We do this by placing a cookie on your machine. This cookie does not in any way identify you or give access to your computer - it is simply used to say 'this person visited this page, so therefore show them ads relating to that page'. Google AdWords Remarketing allows us to tailor our marketing to better suit your needs and only display ads that are relevant to you.
- 13.9 If you do not wish to participate in our Google AdWords Remarketing, you can opt out by visiting Google's Ads Preferences Manager. You can also opt out of any third-party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page.
- 13.10 You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please email us at hello@cometbackup.com.

14 SUSPENSION AND TERMINATION

- 14.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).
- 14.2 On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

15 GENERAL

- 15.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.

- 15.2 These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.
- 15.3 For us to waive a right under these Terms, the waiver must be in writing.
- 15.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4.5, 5, 11, 12, 15.1, continue in force.
- 15.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 15.6 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.