

Termination & Refund Policy

Day cooling off period

1. After you have signed up to monthly or annual subscription you have a 7 day "cooling off period" this gives you the right to cancel. If wish to cancel you need to contact us via email to request the cancellation.
2. If you do not wish cancel on the 7th day you will be billed for the first monthly or annual payment, the payments will continue on a monthly basis where you have opted for the monthly subscription. Annual subscriptions will be automatically renewed on an annual basis, it is your duty to terminate the renewal before the next annual subscription automatically renews which is 2 weeks prior to your renewal date.

CANCELLATION for monthly subscriptions: If you wish to cancel your subscription at any time, you may do so. Customers who have a monthly subscription must contact us via email 2 weeks prior to their next billing date if they wish to cancel their monthly subscription. After this request no further payments will be taken from your bank account.

3. **CANCELLATION for annual subscriptions:** If you wish to cancel your annual subscription at any time, you may do so. Unfortunately we cannot refund the remainder of the subscription. If you wish to cancel your annual subscription before the second year subscription commences, you must request this via email 2 weeks prior to your renewal date. Failure in doing this will enter you in to a new annual subscription which cannot be refunded.

Detailed Cancellation

1. You can stop using our Services any time by contacting us by email ONLY at least 2 weeks prior to the end of the next billing date for monthly subscriptions, per annum subscriptions cannot be refunded. Fees paid by you to us prior to your decision to stop using our Services will not be refunded to you.
2. We reserve the right to suspend or terminate the Services at any time, without cause, with or without notice to you. At our sole discretion, we may refund the unused portion of fees for each Fixed Contract Period paid for the Services on a pro-rata basis.
3. In the event of a material breach by you of the Terms of Use, we retain the right to suspend or terminate these Services to you without any notice to you. If we terminate for a material breach of these Terms of Use, no refund of any fees paid will be offered. It shall constitute a material breach of these Terms of Use if we have a reasonable belief that you:
 1. use the Services in any way that would cause us legal liability or be deemed a use for an illegal purpose; use the Services in such a manner that has the effect of disrupting others' use of the Services;
 2. repeatedly or flagrantly violate any of these Terms of Use;
 3. act in conflict with a court order, or our providing the Services to you is in breach of a court order;
 4. represent a danger to the best interests of other customers or third-parties;
 5. use the Services in a manner that results in excessive bandwidth usage, as determined by us;
 6. directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services or manipulate Services in any manner not specified by us;
 7. use the Services to store, backup or distribute material protected by intellectual property rights of a third-party unless you own or have appropriate rights to such material;
 8. engage in activity that damages or is likely to damage our tangible or intangible assets; or
 9. otherwise act in breach of the terms of our Acceptable Use Policy
4. If we suspend or terminate your use, we will use commercially reasonable efforts to work with you to resolve such issues and re-instate the Services, and failing such resolution, we may be able to help you retrieve your files, however there may be an additional cost to these additional efforts and we will notify you of this fee before commencing same.

What happened when I cancel. . ? What happens to my data. . ?

5. Once we have received your cancellation request, we will stop all backup services on your account and the account will be suspended. Your data will be flagged for deletion from our servers normally between 15 - 30 days after the cancellation, however in some cases this can be earlier depending on when your devices last checked in to the cloud. After 30 days your account will be closed. If you wish to re-subscribe during the 15 – 30 days after a cancellation for whatever reason we cannot guarantee that your original data we be accessible when reactivating your account.
6. If you cancel your subscription with us at any time, your account will be suspended and your data will be flagged for deletion from our server as above.
7. If your monthly payment fails to be collected from your bank account, we will aim to contact you ASAP, if we cannot make contact with you after 3 attempts, will have to suspend your account. This means your account will not be deleted but your devices will not be able to check-in to the cloud nor backup. When a device doesn't check in for 30 days, all of the data is flagged for deletion. We will make 3 more final attempts to contact you after this period, if we are unsuccessful then we will close your account and your data will be deleted.
8. In the scenario that you have cancelled your subscription and one or all of your devices that was included in the cloud backup fails or data loss occurs during the cancellation period and you wish to make an attempt to retrieve this. We may be able to retrieve your data but there would be a recovery charge of £79.99 for this for **each** device that was backed up on the cloud. This will include a remote support engineer to assist with the recovery of the date remotely.

Our Contact Information

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