

End User Terms of Service

PLEASE READ THESE TERMS OF SERVICE BEFORE PROCEEDING FURTHER.

These Terms of Service are the legal agreement between Dropmysite Inc. ('DMS', 'we', 'our'), a company incorporated in Delaware, USA, and each of our customers ('you', 'users')

If you sign up to use our products for personal purposes you are bound by these terms of service when you sign up to do so. If you sign up on behalf of a business entity to use our products that business entity (which, for convenience, we will also refer to as 'you') is bound by them when you do so.

We can amend these Terms of Service at any time and from time to time.

1. OUR DATA BACKUP SERVICES

- i. Any data or other information, including any personal data, that you provide to us when you decide to use our data backup service will be processed by us only to backup that data in accordance with the instructions you give us by selecting our data backup service.
- ii. We will store the data or other information, including any personal data, that you provide to us to backup in a data centre to be decided by our reseller and/or us at the time of signup using any one or more of the cloud services provided by the owners of Amazon Web Service, Google Cloud Platform and Microsoft Azure. By choosing to use our data backup service you confirm that (a) you agree to personal data being transferred from the country in which you are located to our data center and (b) you specifically authorise us to engage such cloud service providers for the purpose of backing up such personal data.

2. ACCOUNT AND SECURITY

- i. To use our backup services, you must first create an account with us or our reseller. You are responsible for creating a password that will secure your account. You must protect your password and not to share it with anyone because it will give them access to your account.
- ii. You are solely responsible for all use of your account using your password. You must notify your reseller or distributor immediately of any use that you think there is / has been any unauthorised access to your account
- iii. We will ensure that our officers, employees, contractors and any other individuals who may be involved in processing personal data for the purpose of providing our data backup services have committed themselves to binding confidentiality obligations in our favour. We will also ensure that we take all measures required by applicable laws and regulations to protect the data and other information, including personal data, that you choose to backup using our data backup service.

3. PAYMENT

- i. You must pay for using our backup services, excluding any available free trials. The fee will be in a currency of our reseller's choosing and our reseller can change the amount of the fee at their sole discretion.
- ii. You can choose between the payment methods described on our resellers website. When you make a choice you authorise our reseller to collect the fee. By making any such choice you acknowledge that we cannot control any fees that your bank or other payment services provider may charge to you and you agree that you will be wholly responsible for paying such charges.
- iii. If there are any taxes, duties, levies, and other similar charges imposed by a relevant tax authority arising out of or in connection with the payment of the fee to us or your reseller you will be

responsible for paying them in addition to the monthly fee that is payable to our reseller.

- iv. You authorize our reseller to automatically renew your subscription and charge the then-current renewal fee in the way you have authorised our reseller for collecting fees from you, unless you cancel your account before the renewal date. We will continue to provide the backup service to you until the end of the current billing period. We will not refund any fees to you.

4. GENERAL USER CONTENT AND CONDUCT

- i. You are solely responsible for any information, data, text, photographs, graphics, videos or other materials that you choose to backup using our service. However, by using our backup service you acknowledge that we may disclose or remove any backed up data if we become aware of any content that would or might cause us to be in breach any laws and regulations to which we are subject, or any content that is contrary to any laws and/or any content that infringes rights of any third party.

5. USE OF SERVICES AND RESTRICTIONS

- i. We reserve the right to provide or refuse to provide our backup services to you without giving you a specific reason for our refusal.
- ii. You acknowledge that we own all right, title and interest in the intellectual property used to provide those data backup services to you, including all intellectual property in our website.
- iii. You acknowledge and agree that you will not copy, sub license, lease, rent, loan, transfer, modify, adapt, distribute or create derivative, decompile, reverse engineer, disassemble or attempt to extract any source code of any of our data backup services.

- iv. You acknowledge that the Internet or the systems, servers, and equipment through which our data backup service is provided may from time to time be inoperative in full or in part because of, for example, mechanical breakdown, maintenance (whether emergency, scheduled or otherwise), hardware or software upgrades, telecommunication connectivity problems or other factors beyond our control and agree that we are not liable to you in any way to any such interference in us providing our data backup services to you.

6. TERMINATION

We have the right to terminate your use of our data backup service if you do not pay the subscription fee when it is due or if you fail to comply with any other obligation imposed on you by these Terms of Service or if we need to terminate your access to our data backup service in order to protect our legitimate business interests.

You shall not be entitled to any compensation from us if we terminate your use of our backup service. However, where we terminate your access in order to protect our legitimate business interests we will, unless prohibited by relevant applicable law from doing so, hold a copy of your backed up data for you, and make it available to you, for a period of not more than 30 days from the date of termination.

7. LIMITED LIABILITY

You agree that neither us nor any related corporations, officers and employees shall be liable for any special, indirect or consequential damages including but not limited to damages for loss of profit, use data or other intangible losses, even if we have been advised the possibility of such damages, arising out of use or non-use of any of our data backup services or any unauthorized access to you account or alteration of data that you have backed up using our data backup service.

You acknowledge that our data backup service presents the possibility of human and machine errors, omissions, delays, technical glitches, maintenance, hardware, software upgrades, failure to provide such services or displacing of your information. In such a case, you specifically agree not to hold us liable for any damages.

In addition, we shall not be liable to you for any tort, negligence or breach of duty, which may cause any indirect or inconsequential damage to you, to the extent permitted by laws. Our liability for any such action in any case shall be limited to the aggregate amount of charges received by us from you in the previous one calendar year prior to the incident that gave rise to the liability.

8. INTELLECTUAL PROPERTY AND DATA PROTECTION

- i. As between you and us, you are the sole owner of any and all data that you backup using our data backup service and the sole owner of any intellectual property in it.
- ii. If you are subject to statutory data protection obligations then, taking into account the nature of our data backup service, we shall assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations to respond to requests for exercising the data subject's rights laid down in those obligations.
- iii. If you are subject to statutory data protection obligations then, taking into account the nature of our data backup service and the information available to us, we shall assist you in ensuring compliance with such obligations including for the security of processing of personal data, notification of a personal data breach to the relevant supervisory authority, communication of a personal data breach to the data subjects, carrying out a data protection impact assessment and any prior consultation with the relevant supervisory authority prior to you carrying out any data protection impact assessment.
- iv. We shall delete data and other information, including personal data, that we backup for you (a) if you choose to backup your website, whenever the backup copy of it is more than 30 days old and (b) if you choose to backup your emails, 14 days after you cease using such data backup service (whether you terminate use of that data backup service or we terminate it).

9. INDEMNITY AND WARRANTY

You agree to indemnify, defend and hold harmless us, our related corporations, officers and employees against any third party claim that may arise due to your use of our data backup services in violation of these Terms of Service and/or in respect of data that you backup using our data backup services.

We provide our data backup service on an 'as is' basis and do not make any warranty of any kind whatsoever express or implied including but not limited to warranties of merchantability, fitness or any special use, non-infringement, accuracy of information and any said condition. Further, we make no warranties that our data backup services will meet your requirements or will be error free, uninterrupted or guarantee any results or that any defects will be made correct.

You warrant that any data that you backup using our data backup service shall be at your own risk and that you shall be fully responsible for any claims or damages to any person or property as a result of you backing up that data.

10. GOVERNING LAW AND JURISDICTION

These Terms of Service will be governed by the laws of California, USA except for its conflict of laws principles. Any dispute or proceedings brought in relation to these Terms of Service shall be brought in a Court of California, USA.

11. SEVERABILITY

If any of the provisions of these Terms of Service is found to be unenforceable, the remaining provisions will remain in effect and enforceable to effect to your and our intent.

CONTACTS

For more details please visit our contact us page. In case you have any complaints or questions. Please write to us via our contact us form or the email provided on the Contact Us page.