



931 Pittsburg Ave
North Canton, OH 44720

phone: 330.966.1129
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iNBackup Service Agreement

Please carefully read the following Terms of Service before registering for and using the iNBackup Service.

By registering for an iNBackup account you or the entity you represent ("you" and "your") agree to be bound by these Terms of Service (the "Terms"), which govern your access to and use of the iNBackup Service (the "Service") offered by Intech Computer Solutions, Inc ("we", "us" or "our"). Some applications of the Service may implement open source code released under the [GNU General Public License](#) ("GPL"). Please carefully read the [GPL](#) as well as our [Service Level Agreement](#) and [Privacy Policy](#), which are incorporated into these Terms.

If you are registering for the Service on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to that organization.

It is important to note that the functionality of the Service is time-dependent and these Terms represent the functionality as of now. It is possible that earlier versions of the Service do not support all the functionalities as described below. Please reference these [Special Notes](#) for previous account versions.

1. Your Account

You agree to provide us with accurate and complete information when you create an iNBackup Account (your "Account"). In order to prevent unauthorized access to your Account, you agree to keep your password and other Account details secret and not share them with anyone else.

You, as the Account holder, are solely responsible for access to, content in or sharing and use of your Account. We are not liable for any loss or damage arising from any access to, content in or sharing and use of your Account. If you believe there has been unauthorized access to your Account, you must notify support@intechcomputer.com immediately.

2. Conditions of Use

By using the Services, you agree that you:

- (a) are solely responsible for obtaining sufficient rights to the content of all data and files stored by you on iNBackup servers;
- (b) will not violate, or encourage or facilitate the violation of, any aspect of our Terms of Service;
- (c) will not use the Services to sell and/or distribute digital content to others. (The Services are not for storing and disseminating large amounts of data to large number of recipients or for dissemination of digital content for commercial purposes, and we may use procedures, which may vary from time to time, to detect unacceptable levels of usage and may immediately disable offending accounts based on detected misuse. We are not responsible for any business interruptions that may be caused due to this process); and
- (d) will not access or attempt to access the Services by any means other than those provided on the iNBackup website or by an authorized third party.

If there is suspicion that an account is being used for storage and distribution of any illegal material such as copyrighted content, we reserve the right to examine the content of the online storage and backup account. We may also access the account and data for support related activities. We normally do not review, inspect, edit or monitor any content, data or files stored by you or any other user of the Service. We reserve the right to refuse, remove or disable access to any data or files stored on our servers with immediate effect that we determine may be illegal, may violate these Terms, may violate the rights of any third party or otherwise may be reasonably objectionable. For absolute privacy, we recommend use of the private encryption key which allows use of a key known only to the user in addition to the basic account credentials.

3. Registration Information / Privacy

You agree to promptly notify us of any change in the information you provided during your registration for the Services (including, without limitation, any change in your mailing address, telephone numbers or email address). The registration information (including your selected username and password) provided by you during your registration for the Service, together with any and all updates provided by you from time to time under this paragraph, is referred to in these Terms as the "Registration Information." Our policy regarding the privacy and use of the Registration Information is set forth in our Privacy Policy, which may be modified and amended by us from time to time. By accepting these Terms, you are also acknowledging that you agree to the terms of the Privacy Policy.

4. Pricing

Automatic Renewal

In exchange for use of the Services, you authorize a recurring monthly or annual charge. The recurring charge will



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be locked at the published standard plan that is chosen at the time of sign-up or to a customized quote provided for your specific use. You also agree that the enrollment for the next service period is automatic and paid in advance at the same rate. Please note that we may automatically receive updated credit card information from our merchants from time to time in cases where your account is issued a new card number or your credit card expires. However, we still advise you update your card manually from your account screen when changes to your account information occur.

If we are unable to execute any applicable charges due to credit card denial or for any other reason, you will be notified via email. In case of non-action by the user, the account may be cancelled. We may delay Account cancellation related to non-payment for the Services and provide a grace period of up to sixty (60) days from the due date to allow for the customer to arrange payment. If the account is cancelled for any reason, user data and its backups will be removed from our storage servers.

Discrepancies

Your right to raise a billing discrepancy and any associated recovery is waived unless reported to us by calling our customer support line or emailing us at support@intechcomputer.com within sixty (60) calendar days after such discrepancy is charged to your credit card.

Cancellation & Refunds

You must cancel your Account before it renews each month or year in order to avoid a charge for the next month's or year's fees to your credit card. Please note on cancellation, refunds are issued if account is canceled within fifteen (15) days of its creation date. After 15 days, pro-rated refunds are issued on a case-by-case basis subject to eligibility.

We will not issue any pro-rated refunds for the remaining period of a month when an account with a monthly subscription plan ("current plan") is downgraded to a smaller plan ("new plan") (a plan that costs less per month than the current plan) during the middle of a month. However the rate applicable to the new plan will automatically be charged starting the first of the subsequent month.

Overuse

iNBackup allows for use of storage space beyond the chosen plan's quota limit. This is designed to allow for uninterrupted backups in case the usage exceeds the quota limit. However, for usage beyond the quota limit, there may be an overuse charge at the rate of \$2.00/GB/month. While it is not necessary, we encourage users to upgrade to one of the higher storage plans if their usage exceeds the quota limit for their chosen plan to avoid the overuse charges. Alternatively, a data sync operation can be performed to potentially bring the Account under the quota limit. The data sync will remove files that are no longer stored on the source computer from the Account.

The quota limit for sub-accounts may work differently than the regular accounts. Depending on the configuration, exceeding the quota limits may result in a hard stop on the backups.

Automatic Conversion of Trial to Paid Accounts

iNBackup may offer trial accounts that require users to provide credit card information which is used to convert the trial account to a paid account at the end of free trial period. If the card transaction fails at the end of free trial period, an email may be sent to the user requesting the user to upgrade the account manually online. In addition, status of the account (Free Trial or Paid), number of free trial days remaining, and an option to opt for the paid account are prominently displayed on the browser application once user logs in. If the user fails to upgrade to a paid account before end of free trial, the account may be terminated.

5. Security

Account Passwords

You are solely responsible for any consequences arising out of your failure to maintain the confidentiality of your Account password and/or encryption password. You will notify us of any unauthorized use or breach in security of your Account immediately after you learn of such unauthorized access or use. We advise frequent changes to the Account password for better security. The automated forget password option works on the assumption that only the account holder has access to the email address on record. In case the user does not have access to the email address, other means of verification may be used including billing/credit card information to verify identity.

We endeavor to restrict access to the data and files you store or retrieve from your Account to persons you have authorized to access your Account. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, you hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the data and files you store in Your Account. For maximum privacy and security, we recommend that you choose the user defined private key option to protect the data in your Account.



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Encryption System

iNBackup supports 256-bit AES data encryption before transmission from your computer using either (i) a default key or (ii) an optional user defined private key created by you. Based on your privacy and security needs, you need to make an appropriate encryption key choice. This encryption process encrypts the data contained within the file and not the file-name itself. For web and mobile based data transfers, data is sent over an encrypted channel with server side AES 256-bit encryption.

If you choose the default encryption option, the system chooses a key for encrypting your data. While your data is still encrypted, iNBackup personnel may still be able to decrypt your data using your Registration Information if such a situation should ever arise.

For private key accounts:

Should you choose to use a user defined private key for encrypting your data, iNBackup personnel will not have access to this key and it will not be stored on the iNBackup servers. It is very important that you store your user defined private key in a safe place and maintain this key in printed form for reference. Any data backed up using the Services can only be retrieved using your key and if you forget or misplace this key then your data may not be retrievable. iNBackup is NOT responsible for loss of data arising as a result of such cases.

When logging into your account via the desktop client, you will need to enter your private key, but it is only stored on the client and is never sent to the iNBackup servers. In order to verify that the information you enter is correct, a derivative of that key is generated and matched, allowing you to access your account. When you provide your private key while logging into your account using the web application, the key is sent to our servers for the duration of that session only and the key always remains fully encrypted throughout transmission.

6. Use of IP Addresses

We may collect IP addresses for the purposes of system administration and/or to audit the use of our site. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our policies, Terms, or to protect our service, site, customers, or others. Some services, such as user logs and registration emails, may also display IP addresses.

7. Redundant Backups of Your Data

Based on the protection level of primary production devices, we may or may not keep redundant backups of the primary production data. This decision may be made based on RAID level, distributed nature of the file system where user account resides and other criteria. If there is no redundant backup of primary production data, we may not be able to recover data in the event of failure and we may need to initiate a fresh backup of user data.

The general guideline to users is that we strongly recommend a local backup of user data on premise. iNBackup now has local backup capability with encryption and private key support and we strongly encourage our users to make full use of this. This feature is offered for no additional fee. Online or Cloud Backup should always be a complementary solution to local backup and not be the ONLY solution.

Due to relatively large sizes of storage devices, some of the recovery and repair efforts in the event of a failure may take many days or weeks, and is not guaranteed. We may request a fresh backup from users via the iNBackup Express service to expedite in cases where there is a suspected loss or corruption of data due to hardware or software failures, or just via the online backup process. It is critical that users do not remove the data on their local computer that they backed up to iNBackup and keep only one copy of data on iNBackup. In the event of hardware or software errors at the iNBackup end and subsequent re-backups either via online or via express, this may still leave users without some of their data if the data is removed from their desktop that they may eventually need for restore. Again, we strongly recommend not to use iNBackup as the only source of your data backup, a local copy is strongly recommended.

We allow you to retain and restore up to ten (10) previous versions of all files backed up to your account. Versions do not count against your quota limit, however if the amount of space required to maintain 10 versions exceeds two times the actual storage being used, we reserve the right to limit the number of versions retained for your account. We advise you to audit your logs for the desktop application completely including individual entries for files and total count periodically to ensure that the backups are taking place successfully and in case of errors, take corrective action.

iNBackup requires periodic review, at least on a weekly basis to verify the execution of backups because backups may fail for any number of reasons including but not limited to, internet connectivity issues, authentication issues, firewall, blocks by anti-virus programs, system configuration changes to the computer, etc. You should also periodically update the backup client to the most recent version. Release Dates are posted on the product download pages.

8. Disclaimer of Warranties

The transmission, storage, viewing and retrieval of data and files through the World Wide Web is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR ACCOUNT AND THE



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SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AT YOUR OWN RISK. PRO SOFTNET, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. PRO SOFTNET MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

9. Limitations of Liability

IN NO EVENT SHALL PRO SOFTNET OR ITS AFFILIATES, AGENTS, ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR (I) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR (II) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN REGARDLESS OF LEGAL THEORY, WHETHER OR NOT PRO SOFTNET HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO OUR SERVICES WILL BE LIMITED TO THE GREATER OF \$100 OR ANY AMOUNTS PAID BY YOU TO PRO SOFTNET FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION.

10. Indemnification

You will defend, indemnify and hold Intech Computer Solutions, Inc, our subsidiaries, affiliates, agents, officers, licensor, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (i) your use of your Account and the Services, (ii) any data files and content stored by you in your Account and otherwise on our servers, and (iii) any violation of these Terms by you. We will be entitled, at our expense, to participate in the defense and settlement of the claim or action with counsel of our own choosing. You may not settle any claims that limit our rights without our prior written consent.

11. Termination

We may, at our option and in addition to other remedies, immediately and without notice terminate these Terms at any time or suspend your access to the Services: (i) if you breach any provision of these Terms; (ii) if we are required to do so by law; (iii) if we cease to offer any services covered by these Terms; or (iv) for any other reason with thirty (30) days prior written notice to you (or sooner if you are flagrantly violating these Terms or are a threat to users or the Services). You may terminate these Terms at your convenience by delivering at least thirty (30) days prior written notice to us. Should you object to any of these Terms or any subsequent modifications thereto or become dissatisfied with the Services in any way, your only recourse is to immediately: (a) discontinue use of the Services; (b) terminate these Terms; and (c) notify us of such termination as described below in paragraph 13. Upon any termination of these Terms, we will remove your stored data files from main storage and archives immediately. Paragraphs 8, 9, 10, 11, 13, 14 and 15 of these Terms (and any other provision that can be reasonably construed to survive termination) will survive termination of these Terms.

12. Notices

Any notice under these Terms given by Intech Computer Solutions, Inc to you will be deemed to be properly given if sent (i) by email to your email address as set forth in the Registration Information, (ii) by a startup screen that starts before your next use of the Services, (iii) by written communication mailed by first class U.S. mail to your address on record in the Registration Information, or (iv) by a display about the changed information in the Terms on our website. It is important that you maintain a correct working email address and update it if necessary to be able to receive our communications. To ensure proper delivery of email communications, please whitelist '@iNBackup.com' domain in your email spam filter.

Any notice under these Terms provided by you will be deemed to be properly given if received by Customer Service at support@intechcomputer.com except those that are related to cancellation or termination of your Account. 'Cancel at the end of your annual term' is available online by disabling auto-renewal option. For special cases where you'd like to close your account prior to the end of your annual subscription term, please contact our support team. Sending an email for cancellation is not considered as a cancellation notice for security reasons. On successful cancellation of an account by you or by us, due to various reasons including non-payment for the Services, your data will be removed from our storage servers. We may delay the cancellation related to non-payment for the services and provide a grace period of up to sixty (60) days from the due date to allow for the customer to arrange for payments.



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13. Severability

These Terms will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of the Terms is held to be invalid or unenforceable under applicable law to any extent, then (i) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (ii) such invalidity or unenforceability will not affect any other provision of the Terms.

14. Modifications to this Agreement

We may change these Terms from time to time and the most current version will always be posted on our website located at www.intechcomputer.com. If we think a revision is material we will notify you (e.g., via email). Other changes may be posted to our blog or terms page, so please check those pages regularly. Your continued use of the Services after such revisions become effective will constitute your acceptance of such changed terms and conditions. If you do not agree to the new terms, please stop using the Services.

15. Miscellaneous

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF LOS ANGELES COUNTY, CALIFORNIA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties will not apply. You will commence any claim or cause of action arising under or otherwise occurring by reason of these Terms within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. These Terms create no third party beneficiary rights. You may not assign any of your rights in these Terms, and any such attempt is void, but we may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Intech Computer Solutions, Inc. and you are not legal partners or agents; instead, our relationship is that of independent contractors. Our failure to insist upon or enforce strict performance of any provision or right of these Terms will not be construed as a waiver of any provision or right. These Terms constitute the entire and exclusive agreement between you and Intech Computer Solutions, Inc. with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements.

Acknowledgement

Name, title

Date