

TERMS OF SERVICE

These Terms of Service ("**Terms**") govern your use of the Backup24-7 website located at <http://www.Backup24-7.com> (the "**Site**") and the Backup24-7 services, including the API (Application Program Interface) (collectively the "**Services**"). These Terms apply to all users of the Site and Services. By using the Site or Services, you agree to these Terms.

Information About us

The Site is operated by DOFIT GROUP LLC (hereinafter referred to as "**Backup24-7**", "**we**", "**us**" and "**our**"). We are a company registered in the U.S.A. Our registered office is at: 8345 NW 66 ST #1585, MIAMI, FL, 33195, US.

Changes to these Terms

From time to time, we may change these Terms and Conditions ("**The Terms**"). If we change these Terms, we will inform you by posting the revised Terms on the Site. When visiting the Site, we encourage you to make sure you have read the most recent version of these Terms. Those changes will take effect on the Revision Date, shown in the revised Terms. By continuing to use our Site or Services, you agree to the revised Terms.

Eligibility

You must be at least 18 years old to use the Site or the Services.

Additional Terms

Some of our Services have additional terms and conditions ("**Additional Terms**"). Where Additional Terms apply to a Service, we will make them available for you to read through, prior to your use of that Service. By using the Services, you agree to the Additional Terms.

Access to the Site

In order to use the Site or Services, you must first register to set up an account with us by completing the account registration form available on the Site. Millions of people trust Backup24-7 with their files. We also trust you to use the Backup24-7 services responsibly. You only need to register once. Registration is subject to approval by us in all cases, and we reserve the right, in our sole and absolute discretion, to decline any application for registration, without giving a reason. Registering more than one Backup24-7 account on your behalf will be treated as an abuse of our service, and we reserve the right to suspend your access to the services.

You must ensure that any registration details you provide are accurate. Please check carefully the details you have provided in the online form before finalizing your application to register. You can check for errors on screen before submitting the online form. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update the information you have provided us with, including your account settings, in the relevant area of the Site.

If your application to register to use the Site and Services is accepted, you will be assigned the username (email) and password you submitted with your application (together referred to as your "**Credentials**"). You must keep your Credentials confidential and must not reveal them to anyone.

You are responsible for all activities performed under your Credentials. You must notify us immediately if you know of, or suspect, that anyone has obtained access to your Credentials, or if you otherwise become aware of any unauthorized use of your Credentials or another security breach.

Unless we have previously been notified by you that the confidentiality of your Credentials has been compromised, we are entitled to treat any use of the Site under your Credentials as being by you.

We may disable access via your Credentials at any time if, in our opinion, this is reasonably necessary to preserve the security and proper operation of the Site or Services, if you have failed to comply with any of the provisions of these Terms or if any details you provide for the purposes of registering prove to be false.

It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the Site and Services and is compatible with the Site. It is also your responsibility to ensure that anyone who accesses the Site or Services using your Credentials or via your Internet connection is aware of these Terms and that they comply with them.

Access to the Site and Services is permitted on a temporary basis and we reserve the right to withdraw, modify or suspend the Site or Services without notice. We will not be liable to you or any third party for any unavailability, modification, suspension or withdrawal of the Site or Services, or any features, parts or content of the Site or Services at any time for any period. Backup24-7 will make commercially reasonable efforts to ensure that Backup24-7 storage is available and able to successfully process requests during at minimum 99.5% of each calendar year.

User Responsibilities

Content stored or posted on the Site or the Services may be protected by the intellectual property rights of others. Please do not copy, upload, download or share files unless you have the right to do so. You will be fully responsible and liable for what you or anyone using your account copies, shares, uploads, downloads or otherwise uses while using the Site or Services.

Backup24-7 will work to ensure that User Content (as defined below) and data is not lost or corrupted, but we advise that you ensure that you back up all of your User Content and data.

Acceptable Use of the Site and Services

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account. Our goal is to create a positive and safe experience for all of our users. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to Backup24-7. When you use the Site or Services, you may not and agree that you will not:

1. violate any law or regulation;
2. violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
3. use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs or personal contact information of others without their permission;
4. transmit anything that is illegal, abusive, defamatory, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
5. send unsolicited or unauthorized advertising or commercial communications, such as spam;
6. stalk, harass, or harm another individual;
7. impersonate or misrepresent your affiliation with someone else;

8. use any means to "scrape," "crawl," or "spider" any web pages contained in the Site (although Backup24-7 may allow operators of public search engines to use spiders to index materials from the Site for the sole purpose of creating publicly available searchable indexes of the materials, but not caches or archives of such materials, and Backup24-7 reserves the right to revoke these capabilities either generally or in specific cases);
9. use automated methods to use the Site or Services in a manner that sends more requests to the Backup24-7 servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
10. interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
11. if you are using the Site or Services as an individual consumer user, register for more than one Backup24-7 account or register for a Backup24-7 account on behalf of an individual other than yourself, or, if you are using the Site or Services as an organization, register more than one Backup24-7 account for one user or register for a Backup24-7 account on behalf of someone outside of your organization;
12. recruit or otherwise solicit any user to join third party services or websites that are competitive to Backup24-7, without Backup24-7's prior written approval;
13. use, display, mirror or frame the Site or any individual element within the Site or Services, Backup24-7's name, any Backup24-7 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Backup24-7's express written consent;
14. access, tamper with, or use non-public areas of the Site or Services, Backup24-7's computer systems, or the technical delivery systems of Backup24-7's providers;
15. attempt to probe, scan, or test the vulnerability of any Backup24-7 system or network or breach any security or authentication measures;
16. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Backup24-7 or any of Backup24-7's providers or any other third party (including another user) to protect the Site or Services;
17. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Services, except to the limited extent as may be allowed by the applicable law; or advocate, encourage, or assist any third party in doing any of the foregoing;
18. circumvent storage limits;
19. sell or resell any of the Backup24-7 Services unless specifically authorized to do so.

Backup24-7 will have the right to investigate and prosecute breaches of any of the above to the fullest extent of the law. Backup24-7 may involve and cooperate with law enforcement authorities in prosecuting users who breach these Terms. You acknowledge that Backup24-7 has no obligation to monitor your access to or use of the Site or Services or to review or edit any User Content, but has the right to do so for the purpose of operating the Site or Services, to ensure your compliance with these Terms, or to comply with the applicable law or the order or requirement of a court, administrative agency or other governmental body. Backup24-7 reserves the right, at any time and without prior notice, to remove or disable access to any content that Backup24-7, at its sole discretion, considers as objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

Backup24-7 reserves the right to limit the traffic generated by one or more of the download links you have generated based solely on Backup24-7's discretion. In such occurrences, access to content on these links will be restricted for registered Premium and Premium Plus users only.

In the case of such a restriction being imposed, users who have subscribed to Premium plans will be given the option to purchase additional traffic for the limited download link(s). The threshold for traffic generated from the download links of Premium and Premium Plus plans subscribers is set higher than the one of the users on a free plan.

If the usage of the Service exceeds the storage quota of your account, Backup24-7 will inform you. If you do not correct your overuse (by upgrading your service plan or deleting files), Backup24-7 may, in its sole discretion and without further notice, move files to the Trash of your account on a random basis.

Once you delete a file from your Backup24-7 account, it will be moved to a section named "Trash" in your account. The file will be stored there for a limited time period that is based on your service plan. Backup24-7 reserves the right to limit the size of the Trash on Backup24-7's sole discretion. The Trash has a size limit equal to the storage quota, included in your current Backup24-7 account, up to 1 TB. In case the Trash size limit is exceeded, Backup24-7 reserves the right to permanently remove the oldest files from the Trash to fit the preassigned limits.

User Content

In these Terms, "**User Content**" shall be used to refer to all content and information that you store, upload, post or share using the Site or Services. All User Content shall be owned by you or the person who made it available to you to store or upload via the Site or Services. These Terms don't give us any rights to your User Content, except for the limited rights that enable us to offer the Services. In order for us to be able to provide our Services with respect to your User Content, we need your legal

permission (a license). Our Services include hosting your User Content, making backups, and sharing your User Content at your direction. Our Services also include features such as commenting, sharing, searching, image thumbnails, document previews, optical character recognition (OCR), sorting and organization, and personalization. Therefore, you grant your legal permission for us to use, copy, perform or display your User Content for the purpose of providing our Services. We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others. Where your User Content includes reviews, comments or feedback about the Site or Services, we may use those reviews, comments or feedback, to advertise and promote Backup24-7, the Site or the Services. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. Our license to use your User Content as set out above is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise the rights you grant us anywhere in the world. Finally, our license is perpetual, meaning that our license lasts for an indefinite period of time. Your permission extends to our affiliates and service providers.

You hereby undertake that:

1. you own all rights to your User Content or, alternatively, you have the right to give Backup24-7 the authorization described above;
2. you have paid and will pay in full any fees or other payments that may be necessary for your User Content; and
3. your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

Ownership

Other than User Content, we own or license the content on the Site and Services, including software, text, visual and audio content (jointly referred to as "**Content**") and Backup24-7's name, trademarks, logos, and brand elements (referred to as "**Marks**"). The Content and Marks are protected under U.S., EU, and international laws.

Copyright and Intellectual Property Policy

Notice of Copyright or Intellectual Property Infringement

We respect the intellectual property rights of others. Please notify us in writing, by e-mail: info@Backup24-7.com or postal mail, to our designated agent listed below if you believe that a user of the Site or Services has infringed your intellectual property rights. In the United States, this policy is provided pursuant to Section 512 of the

Copyright Revision Act, as enacted through the Digital Millennium Copyright Act ("DMCA").

To be effective, your notification should include:

1. identification of the copyrighted work or other intellectual property claimed to have been infringed, or, if multiple copyrighted or other intellectual property works are covered by a single notification, a representative list of such works;
2. identification of the claimed infringing material and information reasonably sufficient to permit Backup24-7 to locate the material on the Site or Services;
3. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law (not required for European Union users);
5. a statement by you, made under the penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf (not required for European Union users); and
6. your physical or electronic signature.

You acknowledge and agree that upon receipt and notice of a claim of infringement, we may promptly remove the identified materials from the Site and Services without liability.

Counter-Notice by Accused User

If we have taken down your materials due to suspicion of copyright or other intellectual property infringement, you may dispute the alleged infringement by sending a written communication by e-mail or mail to our designated agent listed below. Your written communication should include the following:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled (not required for European Union users); and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of federal District Court for the judicial district in which such an address is located, or, if your address is outside of the United States, the United States District Court for the District of Miami, and that you will accept service of process from the person who provided

notification of copyright infringement or an agent of such person (not required for European Union users).

Please send all notices under the above infringement policies by e-mail or mail to the following individual, designated as Backup24-7's agent for receipt of notifications of claimed infringement:

Copyright Agent

Incorporate Now Inc

512 Lucerne Ave

Lake Worth, FL 33460

United States

Phone: (800) 371-1217

Fax: (800) 371-0235

Email: notice@incorporatenow.com

Note: Please do not send notices or inquiries about anything other than alleged copyright or other intellectual property infringement to our agent for notice as detailed above.

Repeat

Infringers

We can undertake measures, in our discretion, if you are determined to be a repeat infringer. Repeat infringers are users who have been the subject of more than **one** valid takedown request that has not been successfully rebutted. Those measures on our part may include limiting part of the functionalities of the Backup24-7 service you are using.

Privacy

Backup24-7 respects your privacy. Our [Privacy Policy](#) explains how we collect, use, and disclose information about you. By using the Site or the Services, you also agree to our Privacy Policy.

Encryption

Among other services and applications, **Backup24-7** also provides an encryption service under the trademark **Backup24-7 CRIPTO**. This app performs client-side encryption, which means that the encryption process is performed on the user's device and the plain text files never leave the user's computer. This ensures zero-knowledge privacy for the user's data, which means that we, as a service provider, have absolutely no information about the content users store in their accounts, such as file names or file types. The user content is stored in their Crypto Folder, which is locked and unlocked using the so-called Passphrase. Backup24-7 has no access to user's Passphrase, and once lost, it can never be restored.

- Encrypted Content and Ownership

In these Terms, "**Encrypted Content**" shall be used to refer to all content and information that you store or upload using the Encryption Service. All Encrypted Content shall be owned by you or the person who made it available to you to store or upload via the Service. You retain full ownership to your files, folders, directories, including their metadata (file names, thumbnails, etc.) and any information you submit to Backup24-7 for encryption purposes. We don't claim any ownership to any of your content. These Terms do not grant us any rights to your content or intellectual property except for the following limited rights that are needed to run the Service: we may redundantly store or backup your respective data as set below and we might use trusted third parties, like our collocated data center, to provide the Encryption Service. You give us the permission for all and any actions that we need to undertake to provide the Service. In particular, but not limited to, you agree that Backup24-7 may transfer your data to its servers and between its servers. Backup24-7 states that your encrypted content, encryption key, and passphrase used by you or otherwise submitted to the Service, are stored in an encrypted or non-invertible form. Your Encrypted Content cannot be decrypted or inverted by Backup24-7 or any third party. Your Encrypted Content can only be decrypted or inverted by you. When using our Encryption service, you undertake that:

1. you own all rights to your Encrypted Content and you have the right to give Backup24-7 the rights described above;
 2. you have paid and will pay in full any fees or other payments that may be related to the use of your Encrypted Content and the Service; and
 3. your Encrypted Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.
- Global Policies on Encryption

In some countries, using encryption services may be limited, restricted or forbidden by law. Before subscribing to our Encryption Service - **Backup24-7 Cripto** - make sure that using such a service is permitted and legal in your state of residence. If any case, Backup24-7 cannot be held liable for any claims that may be filed against you in relation to using such a service. By agreeing with the present Terms and Conditions you confirm that you will at all times and in any instances hold Backup24-7 harmless of any claims that may arise in relation to your personal decision to use an Encryption Service, in this case, **Backup24-7 Cripto**.

Third Party Content and Interactions

The Site and Services may contain features and functionalities that may link you or provide you with access to third-party content or services independent of Backup24-7, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Site and Services are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or

appropriate before proceeding with any interaction with any of these third parties. You agree that Backup24-7 shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings you have with third parties.

Disputes with Other Users

If there is a dispute between users of the Site or Services, you understand and agree that Backup24-7 is under no obligation to investigate or become involved further than any action it may take in accordance with notification it receives pursuant to the copyright and intellectual property notice section above. Subject to this, Backup24-7 may, in its discretion, attempt to assist in the resolution of such a dispute, but in doing so it does not undertake any obligation to do so, and will not be subject to any liability arising either from the conduct giving rise to the dispute or from any efforts to resolve it.

Disclaimer and Waiver of Liability

In the event that you have a dispute with any other user of the Site or Services or with any third party whose content or services you have accessed through the Sites or Services, you hereby release Backup24-7, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes. If you are a resident of California, U.S.A., you waive California Civil Code Section 1542, which stipulates the following: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Payment

Some of our Services are free, whereas others are subject to a fee. For a full description of the different Services that we offer, along with the different prices applicable, please see the [Services and price description page](#) on the Site.

Subscription Plans

Backup24-7 users can pay for several paid plans for extra space and sharing options. By subscribing once, you authorize Backup24-7 to charge your chosen payment method. Backup24-7 offers renewal subscriptions and lifetime subscriptions.

Renewal Subscriptions

Backup24-7 users can pay for paid plans on a renewing period basis (for example, monthly and yearly plans).

Renewal

All paid renewal subscriptions are renewed for the Services on the date such renewal subscriptions expire. If you have a renewal subscription, this will be extended automatically until you terminate it and every further payment will be due at the beginning of the new payment cycle.

Lifetime Subscriptions

Backup24-7 users can pay for a lifetime plan. A lifetime plan is in effect for the duration of the lifetime of the account owner or 99 years, whichever is shorter.

Payments for and Cancellation of Subscriptions

You can cancel your subscriptions for the Backup24-7 Service at any time from your payment account. However, no refund will be provided for any unused days.

All users who subscribe for Services subject to a fee ("**Paid Services**") must enter valid credit [or debit] card or PayPal account credentials. **The Service is billed in advance on a monthly or yearly basis (depending on the selection you make at the point of subscription) and paid on an automatic basis. You hereby authorize Backup24-7 to automatically charge your credit card or PayPal account for charges that apply to your account.** All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, including VAT, and you shall be responsible for payment of all such taxes, levies, duties or VAT, excluding only United States (federal or state) taxes.

If, for any reason, you are not satisfied with the Paid services, you can cancel your subscription for Paid Services at any time.

Backup24-7 has a ten (10) calendar days money back guarantee, beginning on the day you have submitted your payment for the Paid services. During this period, you are eligible to request for a refund. If you issue an explicit written request for a refund within the ten (10) days referenced above, we will process the refund due to you in full within 30 calendar days, counting from the day you have confirmed your request.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

In case you have purchased Paid services through a promotional campaign or provided discount, Backup24-7 reserves the right to decline providing a refund.

Links

Our Site and Services may contain links to other websites, or allow other users to send you such links. A link to a third-party website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

Changes to the Site or Services

Backup24-7 enhances and updates its Site and Services often. We may change or discontinue the Site or any Services although we will, in such circumstances, use reasonable efforts to provide you with prior notice so that you can make alternative arrangements for the storage of any User Content and we will not terminate a Service under this section during a subscription period for which you have already paid without refunding you a fair portion of your payment based on how long is left until the end of the subscription.

No Transfer of Accounts

User accounts are not transferable. Only the user who signs up for an account may use the account. If a user transfers an account in violation of this section, Backup24-7 may terminate the account and the users' right to access the Site and Services.

Change of Ownership

Backup24-7 may at any time, without explicit notice, change the company ownership, be subject to merger or sale, partnership or else. In the case of such change of ownership, merger, sale or other, Backup24-7 only has the obligation to notify you through updating the present Terms and Conditions. Such an action will in no way affect your use of the Service or the Site, or your subscriptions and accounts.

Termination

We reserve the right not to provide the Site or Services to any user. We also reserve the right to terminate any user's right to access the Site or Services at any time, in our discretion. If you breach any of these Terms, your permission to use the Site and Services and your account automatically terminate. If Backup24-7 ceases operation, your account will be terminated and Backup24-7 will no longer provide the Site or

Services. If your account is terminated in accordance with this section, you will not receive any refund of any fees paid for the account.

Unverified Accounts

Free Backup24-7 accounts that haven't verified their email address within a reasonable time period, will be permanently deleted, along with the files inside.

Account inactivity

Free Backup24-7 accounts that have been inactive for 6 months, will be permanently deleted, along with the files inside.

Disclaimer and Limitations on Our Liability (For European Union and Latin America Users)

Backup24-7 tries to keep the Site and the Services up, error-free, and safe, but Backup24-7 does not guarantee that the Site and/or the Services will be safe or secure or that access to or use of the Site and/or the Services will be uninterrupted or free of errors or omissions or that defects will be corrected. Backup24-7 does not warrant that the Site and/or the Services will operate error-free or that the Site and its servers are free of computer viruses or other harmful components. Backup24-7 uses reasonable care and skill in providing the Site and the Services, but beyond that, the Site and the Services are provided without any warranties of any kind. Backup24-7 disclaims all other warranties, whether express or implied, including any warranty, condition or other terms of satisfactory quality, merchantability, fitness for particular purpose and non-infringement. Backup24-7 makes no warranties about the accuracy, reliability, completeness, or timeliness of the Site or the Services.

Nothing in these Terms shall exclude or limit Backup24-7's liability to you: (i) for death or personal injury caused by our negligence; (ii) for fraud or fraudulent misrepresentation; (iii) or for any other liability that may not, under the applicable law, be limited or excluded.

Subject to the above, in no event will Backup24-7, or any of its respective directors, officers, employees, and agents, be liable to you in connection with the Site or the Services (whether for breach of contract, negligence or any other reason) for: (i) any consequential, incidental or indirect damages; or (ii) loss of business profits, business interruption or loss of business information. Any liability we do have for losses you suffer is strictly limited to losses that were a direct and reasonably foreseeable result of our default.

Where you use the Site or Services in the course of a business, Backup24-7's aggregate liability (and whether such liability arises as a result of any breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or

for any other reason) will be limited to the higher of: (a) total fees paid by you to Backup24-7 for use of the Site or Services; and (b) [USD 3,000].

Disclaimer and Limitations on Our Liability (For Users Outside of the European Union and Latin America)

YOU USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, BACKUP24-7 AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS (REFERRED TO COLLECTIVELY AS "**AFFILIATES**") DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE AND SERVICES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT).

IN PARTICULAR, BACKUP24-7 AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY RECOMMENDATIONS OR OTHER CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES), OR THE CONTENT OF ANY WEBSITES OR RESOURCES LINKED TO THE SITE OR SERVICES. BACKUP24-7 AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR SERVICES; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES OR THE UNAVAILABILITY OF THE SITE OR SERVICES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SITE OR SERVICES. YOU, AND NOT BACKUP24-7, ARE RESPONSIBLE FOR MAINTAINING, PROTECTING, AND BACKING UP ALL OF YOUR USER CONTENT AND DATA. BACKUP24-7 WILL NOT BE LIABLE FOR ANY LOSS OR CORRUPTION OF YOUR USER CONTENT OR DATA OR FOR ANY COSTS OR EXPENSES ASSOCIATED WITH BACKING UP OR RESTORING ANY OF IT.

BACKUP24-7 AND ITS AFFILIATES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PRODUCT OR SERVICE RECOMMENDED, ADVERTISED OR OFFERED ON OR THROUGH THE BACKUP24-7 SITE OR SERVICES OR ANY LINKED WEBSITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BACKUP24-7 OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS.

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, NEITHER BACKUP24-7 NOR ITS AFFILIATES WILL BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO USE OF THE SITE OR SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Backup24-7 may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Backup24-7's liability will be the minimum permitted under such law.

Indemnification

You agree to indemnify and defend Backup24-7 and its Affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) any information (including your User Content or any other content) that you or anyone using your account or your Credentials store, upload, submit, post or transmit through the Site or Services; (b) the use of the Site or Services by you or anyone using your account or your Credentials; (c) breach of these Terms by you or anyone using your account or your Credentials; or (d) breach of any rights of any third party, including intellectual property, privacy, publicity or other proprietary rights by you or anyone using your account or your Credentials. Backup24-7 reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If we do assume the defense of such a matter, you will reasonably cooperate with Backup24-7 in such defense.

Other Provisions

Under no circumstances will Backup24-7 be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control.

These Terms, and any claim or action, of whatever nature, against Backup24-7 arising from or relating to these Terms, the Privacy Policy, the Site, or any Services, will be governed by and construed in accordance with the laws of Switzerland, without giving effect to any conflict of laws rules or provisions, except that the laws of United States will not apply to European Union users of the Site or Services who are located outside of the United States, in which case the law applicable to the territory where the user is resident shall apply.

Subject to the final sentence of this paragraph, you agree that any claim or action, of whatever nature, against Backup24-7 arising from or relating to these Terms, the Privacy Policy, the Site, or any Services will be filed only in the appropriate court located in Miami, FL, USA. You consent and submit to the personal jurisdiction of such courts for the purposes of any such claim or action. If a European Union user of the Site or Services is located outside of United States of America, then, for the purposes of any claim or action relating to these Terms, the Privacy Policy, the Site, or any Services, the applicable jurisdiction will be the courts that are located in the territory of residence of such European User.

If any provision of these Terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.

The failure of Backup24-7 to enforce any right or provision of these Terms will not prevent Backup24-7 from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, a sale of assets or by operation of law.

These Terms, together with the Privacy Policy and any Additional Terms, as they may be revised from time to time, constitute our complete agreement with you, and supersede any other written materials, communications, discussions, representations, or understandings relating to the Site or the Services or your use of them.

Revised: 02 Feb. 2022