



# PronetProtect.com

## by Pronet Solutions

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### Terms and Conditions

#### End User License Agreement

#### Pronet Solutions Corporation License and Service Agreement

This agreement (the "Agreement") is a legal agreement between you, either an individual or a single legal entity ("You" or "you"), and Pronet Solutions Corporation ("Pronet"). This Agreement governs your use of the PronetProtect Secure Online Backup client software distributed with this Agreement, including any updates that may be provided to you and any accompanying written documentation (the "Software") and the PronetProtect backup service ("Service").

Please see the [Pronet Solutions Corporation Privacy Policy](#), which is incorporated into this Agreement by reference.

#### ACCOUNTS, PASSWORDS, AND SECURITY

You must be a registered user to access the Service. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name. If you lose your password or the encryption key for your account, you may not be able to access your data.

#### ACCEPTABLE USE AND CONDUCT

You are solely responsible for your conduct and your data related to the Service. You agree to indemnify, defend, and hold harmless Pronet and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Service, or your violation of these terms.

The Software and Service are made available to you only for your personal use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. You may not make commercial use of the Software or service, including but not limited to selling or distributing the Software and/or Service to any third party.

Any unauthorized use of any Pronet computer system is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

#### CONSENT TO COLLECT NON-PERSONAL INFORMATION; USE OF DATA

The Software and Service may collect certain non-personally identifiable information that resides on your computer, including, without limitation, statistics relating to how often backups are started and completed, performance metrics relating to the Software, and configuration settings. This information collected will be sent to Pronet and may be used by Pronet without restriction.

When you back up data via the Service, you agree that we and our service providers may copy and store such data as part of the Service.

#### CHANGES TO THE SERVICE AND TERMS AND CONDITIONS

Pronet reserves the right at any time to modify, suspend, or discontinue providing the Service or any part thereof in its sole discretion with or without notice.

Pronet will use commercially reasonable efforts to notify you of modification, suspension, or discontinuance of the Service either by sending an email to the email address you provide with your registration or by a posting on pronetprotect.com website. However, in no event will Pronet be liable to you or to any third party for any modification, suspension or discontinuance of the Service with or without notice.

Pronet reserves the right at any time to modify this Agreement in its sole discretion, without liability to you. This Agreement, as amended, will be effective upon acceptance of registration for new users and effective for all existing users 15 days after the posting of any amended terms on the pronetprotect.com website. You agree to be bound by this Agreement, as modified. If you do not agree to any changes to this Agreement, you must terminate your account immediately.

Please review the most current version of this Agreement from time to time, located at <http://www.pronetprotect.com/info/terms/> (or such successor URL as Pronet may provide), so that you will be apprised of any changes.

## **USE OF SOFTWARE**

Subject to the terms and conditions of this Agreement, Pronet grants you a non-exclusive, non-transferable, non-sublicensable license to install and execute the Software (in executable code form only) only on your computers and servers and only for the purpose of accessing and using the Service. Certain third party code may be provided with the Software. The third-party license terms accompanying such code, and not the terms of this Section, will govern your use of such code.

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## **INTELLECTUAL PROPERTY**

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## **TERM AND TERMINATION**

This Agreement is effective upon signing up for the Pronet services and remains in effect until the users' account is terminated.

You may terminate this Agreement at any time by destroying the Software and closing your account by written notification to Pronet Solutions.

This Agreement automatically terminates if you fail to comply with its terms and conditions. Pronet reserves the right to refuse or discontinue participation to any user at any time at its sole discretion.

You agree that, upon such termination, you will destroy and permanently erase all copies of the Software and that your access rights to the Service will immediately terminate.

The terms of the Sections entitled Consent to Collect Non-Personal Information, Intellectual Property, Disclaimer of Warranties, Limitation of Liability, and Miscellaneous will survive expiration or termination.

If this Agreement terminates, other than for your failure to comply, Pronet will use commercially reasonable efforts to make your Data available for you to download for a period of three (3) days. Pronet has no obligation to provide you with a copy of your Data and may remove and discard any Data.

## **DISCLAIMER OF WARRANTIES**

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## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL PRONET, OR ITS SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF PRONET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF PRONET, AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO PRONET FOR THE SOFTWARE OR SERVICES. IF THE SOFTWARE AND SERVICES ARE PROVIDED WITHOUT CHARGE, THEN PRONET AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE OR SERVICE, FROM INABILITY TO USE THE SOFTWARE OR SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE OR SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR DIRECT DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **MISCELLANEOUS PROVISIONS**

You acknowledge and agree that the Software which is the subject of this Agreement, may be controlled for export purposes. You agree to comply with all United States export laws and regulations. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation. If you are located in a country subject to embargo by the United States government, you are not entitled to use the Software or Service.

This agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

The failure of Pronet to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

This Agreement, which incorporates the [Pronet Solutions Corporation Privacy Policy](#), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Pronet.

All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts serving Harris County, Texas, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit Pronet from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of Pronet. Pronet may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.

### **Contacting Pronet Corporation**

Users with questions about this Agreement or the Privacy Policy may contact Pronet via email: [contactus@pronetcorp.com](mailto:contactus@pronetcorp.com)