

**ACRONIS
TERMS AND CONDITIONS**

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THIS AGREEMENT GOVERNS YOUR USE OF THE ACRONIS SOFTWARE, ACRONIS ONLINE BACKUP SOFTWARE, AND ACRONIS ONLINE BACKUP SERVICES.

CONTACTING ACRONIS

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1. PROVISION OF SERVICES

Subject to the terms and conditions of this Agreement, upon payment of all fees owed for the Services and provided that you have a valid license to the Software, Licensor grants and Licensee accepts a nonexclusive, nontransferable, non-assignable, limited license to use the Services solely in accordance with the terms and conditions of this Agreement, to be used on the specific number of Machines for which the Services have been purchased and paid for. Licensee may only use the Services in accordance with the instructions and specifications (and subject to any restrictions) as are contained in the documentation which accompanies the Services or additional information which may be found online at www.acronis.com/legal/licensing.htm. The Services may not be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise. The obligations under this paragraph shall survive any termination of the Agreement.

2. SERVICE DESCRIPTION

The Services provide the capability to store and retrieve your files and other data ("Data") on Acronis' systems via the Internet during the Service Period (as defined below), subject and limited to the amount of online storage space included with Licensee's subscription to the Service, plus any additional backup space purchased by the Licensee. Acronis will provide Licensee the amount of storage space that is mutually agreed upon at the time the Services are ordered and paid for (Licensee must also complete the activation process). The Services consist of the Software installed on your Machine and interacts over the internet with a server network infrastructure that is operated as a managed service by Acronis and other service providers. All or portions of the Services may be provided by a third-party provider, including without limitation, the storage and retrieval of Data.

3. SERVICE PERIOD

The Service Period shall begin on either: (i) the date of purchase if Licensee purchased an electronic download of the Software and Services, or (ii) the date the Services are activated, and shall continue for the period of time set forth in the Services documentation or order. You may terminate this Agreement and the Services at any time by destroying the Software and closing your account by following the instructions found at the user log-in page at www.acronis.com. This Agreement automatically terminates if you fail to comply with its terms and conditions, if you fail to make any payment owed to Acronis when due, or if your license to the Software expires or is terminated for any reason. Acronis reserves the right to refuse or discontinue your subscription to the Services 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 Services 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 THE SERVICES TERMINATE OTHER THAN FOR YOUR FAILURE TO COMPLY, ACRONIS WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE YOUR DATA AVAILABLE FOR YOU TO DOWNLOAD FOR A PERIOD OF THREE (3) DAYS. ACRONIS HAS NO OBLIGATION TO PROVIDE YOU WITH A COPY OF YOUR DATA AND MAY REMOVE AND DISCARD ANY DATA. You also agree that Acronis may retain your personal information and related account information for a reasonable time after your subscription to the Services has been terminated.

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You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access and/or use the Services. The Services are provided "as is" and "as available" and Acronis shall not be liable for any downtime of the Services due to reasonable scheduled maintenance, maintenance for critical issues, or circumstances beyond the reasonable control of Acronis.

6. PASSWORDS

If you lose your password or the encryption key for your Acronis Account, you may not be able to access your Data. You are solely responsible for protecting the information on your computer such as by installing anti-virus software, updating your applications, password protecting your files, and not permitting third party access to your computer. You understand that the Software or Services may backup files that are no longer usable due to corruption from viruses, software malfunctions or other causes. This might result in you restoring files that are no longer usable.

7. BACKUP

It is your responsibility to routinely backup your Data. You agree that if i) you mark a file to no longer be backed-up, ii) you delete a file from your computer, iii) move a file to a location on your computer that is not marked for back-up, iv) you delete a computer from your Software or Services account, v) your computer is unable to access the Services, or vi) you terminate or allow your trial or license to terminate, non-renew, or otherwise lapse for any reason, that the files you have marked, deleted, moved or stored on a deleted, inaccessible, or unlicensed computer may not be available to you should you wish to restore them.

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1. ACCEPTABLE USE AND CONDUCT

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10. GOVERNMENT END USERS

This Agreement applies to all Software and Services acquired directly or indirectly by or on behalf of the United States Government. The Software and Services are commercial products and services, provided on the open market at market prices, and were developed entirely at private expense and without the use of any U.S. Government funds. If the Software or Services are supplied to the Department of Defense, the U.S. Government acquires only the license and subscription rights customarily provided to the public and specified in this Agreement. If the Software or Services are supplied to any unit or agency of the U.S. Government other than the Department of Defense, the license to the U.S. Government is granted only with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19.

11. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, USA, exclusive of its conflicts of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods, and any suit under this Agreement shall exclusively be brought in a federal or state court in Massachusetts. Any action against Acronis under this Agreement must be commenced within one year after such cause of action accrues. The failure of Acronis 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 current and all future updates to the Acronis Privacy Statement, the Acronis Licensing Policy and the Acronis Terms of Service, each of which may be updated from time to time (see: <http://www.acronis.com/Legal.htm>), 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. Except for changes to the Acronis Privacy Statement, the Acronis Licensing Policy and the Acronis Terms of Service, which changes shall become incorporated herein and go into effect immediately upon publication on the Acronis website (see: <http://www.acronis.com/Legal.htm>), this Agreement may only be amended or modified by written agreement signed by both parties. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Acronis. 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 Acronis. Acronis may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void.

E. PRIVACY STATEMENT

Acronis greatly respects and is committed to protecting your privacy. Acronis wants you to feel secure when visiting our website and providing information to us. Acronis will only gather your personal information with your consent.

This Privacy Statement has been prepared to inform you of the information we gather and how we use it. This Privacy Statement applies to all Acronis websites and agreements that display or link to this Privacy Statement. Some information may also be collected off-line, and this Notice applies to the off-line data collection as well.

What we collect:

Generally, you may visit our websites without providing any personal information or identifying yourself. We only collect customer information via the "opt-in" method, where visitors or customers must affirmatively elect to provide Acronis with their information.

In order to provide you with relevant information, respond to your requests, and increase the benefits that you receive from our website, we sometimes request that you provide us with information about yourself. Acronis requests customer information at various locations on our website, www.acronis.com, including product registration areas, promotional sign-up areas, and newsletter registration areas. The type of information collected may include standard contact information such as your name, email address, postal address, and demographic information.

Our website may also collect certain information from your visit and from your behavior while visiting our website, including the date and time of your access, the pages you have accessed and the name of the Internet Service Provider and/or Internet Protocol Address by which you are accessing the Internet, and the Internet address(es) from which you linked to our website, if applicable. This information is used to better understand how our website is being used in order to improve the quality of our website, and to enable us to comply with agreements between Acronis and referring or linked websites.

How we use your information:

We use this information to customize your website experience by delivering the content and information that we believe would be of interest to you. This information is also used to inform you of the latest Acronis developments, including new product releases, upgrades, special offers and other relevant information.

The information we collect is intended for Acronis business purposes only. In certain instances, we may make your information available to third parties that are providing services on our behalf. Acronis will only provide those third parties with information that is necessary for them to perform the services and who take at least the same measures as Acronis to protect your information. We may also disclose your information to our business partners, for marketing and other business purposes. Acronis is a global company with customers and partners in over 90 countries worldwide. Accordingly, any personal information we may collect may be used, stored, and processed in the United States or other countries Acronis has offices in or does business. By providing information to Acronis, you are consenting to the transfer of the information outside of your respective country to any other country throughout the world.

Acronis may disclose information that has been collected from you if we are required to do so by law or to protect the rights of Acronis, its employees, and its business partners.

Certain Acronis products contain features that permit file sharing or synchronization with other users of Acronis products. If you use these features, you acknowledge and agree that (i) you consent to the disclosure of the transferred information to the recipient, (ii) the transfer (and the transferred information) is in compliance with all of the terms and conditions of the Acronis Software and Services, (iii) Acronis is not responsible for the transferred content or the transfer itself.

Removal procedures

As all information is collected via opt-in methods, we believe all information you receive from Acronis will be relevant to your computing needs. However, if you do not wish to receive communications from Acronis, simply visit <https://www.acronis.com/my/subscriptions/> and check the "Don't send me any messages" option.

You can also change and/or update your profile including your contact information at <https://www.acronis.com/my/profile/>.

Cookies:

Acronis.com utilizes cookies (small amounts of data stored by your Web browser on your hard drive) to offer you more personal and customized content and service. These cookies also allow Acronis to track usage patterns and allow us to continuously improve and manage our website and deliver content that is specific to your interests. Most Web browsers accept cookies by default, but if you choose not to accept them, you can simply change your browser settings. If you decline to accept cookies, you may not receive the full benefits that our website has to offer.

Security

Acronis's strictly protects the security of your personal information and honors your choice for its intended use. We have taken steps to secure and safeguard the information that we collect online, including the use of the most proven and effective security solutions available, including SSL. However, the internet is an open forum and data may flow across multiple networks with inferior or no security measures, therefore, information can be accessed by other third parties other than those you intend to access it.

Business Relationships:

This website may contain links to other websites or logos from other companies. Acronis is not responsible for the privacy practices or the content on any such websites.

Forums:

Portions of this website make forums and message boards available to its visitors. ANY AND ALL INFORMATION THAT IS DISCLOSED IN THESE AREAS BECOMES PUBLIC INFORMATION AND ACRONIS IS NOT OBLIGATED TO ENSURE THE PRIVACY OF THIS INFORMATION. PLEASE USE THE APPROPRIATE DISCRETION AND CAUTION WHEN DECIDING TO DISCLOSE ANY PERSONAL INFORMATION.

Contacting Acronis:

If after reading this statement, you have any questions about Acronis' privacy statement; please submit them to Acronis Customer Service. Acronis may update or modify this privacy statement from time to time without prior notice to you, and each such update or modification becomes applicable immediately upon publication. Please review this notice often so that you can be aware of our latest policies on privacy and collection of personal information. Your continued use and visitation of the Acronis websites constitutes your consent to the provisions of this Privacy Statement, as amended from time to time.