

# Terms and Conditions

## 1. Representation

This service is marketed by SNECS, LLC ("Provider") under the DBA name File to Backup, an independent reseller of Internet Services ("Product") which incorporates LiveDrive, Webroot, FileToBackup, Home Solutions, and ScreenConnect. Based on the customer ("User") subscription plan, some of these services may or may not be included. Provider is solely responsible for its representations. The User purchasing the service subscription is responsible for any actions associated with the use of Product.

## 2. Payment

The fee for Product will be billed automatically yearly or monthly by direct debit of User's credit card on file, or PayPal payments unless you cancel this service prior to the next billing cycle. Minimum subscription term is for 6 months from signup date. If User terminates prior to 6 billing cycles, User will owe for the remaining time left on minimum subscription term. Funds are considered earned from the time that the Product has been provided to User until cancelled.

## 3. Service Rate

Service will be on recurring basis determined by Product subscription term at the then-current rates until cancelled by User. For all customer service questions including cancellations, please call: 1-888-798-5107.

## 4. Balance

The entire outstanding balance shall become due and payable if any payment is delinquent more than 10 days and User shall pay all cost of collection whether or not suit is brought, including reasonable attorney's fee. Delinquent accounts over 30 days overdue will automatically have Product terminated.

## 5. Internet Content Liability

Provider, its respective agents', resellers' and employees' liability in the performance of their responsibilities under this agreement arising out of any claim of error or omission, or failure to provide any item and or information shall at most be limited to the charges paid for the Product offered. Provider disclaims responsibility for any and all material appearing by way of the Internet as Provider does not monitor its content.

## 6. Infringement

Provider shall be indemnified and held harmless by User with respect to any claims of infringement or similar claims in connection with any content and or material accessible through the Product provided by Provider.

## **7. Service Provided**

User acknowledges that the Product is provided "As Is" and that no representations have been made regarding the results to be achieved through the use of the Internet. Provider agrees to only provide Product when User utilizes the proper hardware, software, username and password.

## **8. Disputes**

This agreement shall be governed by and interpreted in accordance with the laws of the state of Rhode Island. Any dispute must be settled by arbitration.

## **9. Agreement**

This agreement shall not, without the express written prior consent of the Provider, be transferred or assigned. Termination or suspension of User's telephone service, modification of address, location or moving, failure to provide and utilize proper hardware, software, settings, username and password, shall not warrant an adjustment to charges. User is responsible for terminating subscription to Product prior to next billing cycle. No refunds will be given for Product subscriptions.

## **Additional Terms**

Where the context admits: "File to Backup", "We", "Our" & "Us" includes FILE TO BACKUP, SNECS, LLC LTD. of: SNECS, LLC 70 Woodland Rd, North Smithfield RI 02896 USA. File to Backup is an online storage service that allows Members to store files online, access them remotely, share them with other File To Backup Users, and publish them on the Internet.

The services offered by File to Backup include the [www.FiletoBackup.com](http://www.FiletoBackup.com) website and other websites operated by File to Backup (the "File to Backup Websites"), the File to Backup software applications and any other features, content, or applications offered from time to time by File to Backup in connection with the File to Backup Websites (collectively, the "File to Backup Services").

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the File to Backup Services. By using the File to Backup Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the File to Backup Websites) or you are a "Member" (which means that you have registered with File to Backup). The term "User" refers to a Visitor or a Member. You are only authorized to use the File to Backup Services if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the File to Backup Websites and discontinue use of the File to Backup Services immediately. If you wish to become a Member, share data with other Members and make use of the File to Backup Services, you must read this Agreement and your acceptance is indicated by your registration as a Member of the File to Backup Services.

File to Backup may modify this Agreement from time to time and such modification shall be effective upon posting by File to Backup on the File to Backup Websites. File to Backup will inform Members by email about such modifications. If you do not agree with such modification you have the right to terminate your membership with File to Backup. You agree to be bound to any changes to this Agreement when you use the File to Backup Services after the modification has been posted for at least one month. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

## I. Use Of The File to Backup Services

1. Use of and Membership in the File to Backup Services is void where prohibited.
2. By using the File to Backup Services, you represent and warrant that:
  - a) all registration information you submit is truthful and accurate;
  - b) you will maintain the accuracy of such information;
  - c) you are 18 years of age or older;
  - d) your use of the File to Backup Services does not violate any applicable law or regulation;
3. When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account or password of another Member at any time or to disclose your password to any third party. You agree to notify File to Backup immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.
4. You will create, maintain and use only one Member account and password on the File to Backup Websites for your use. You will not create multiple Member accounts and passwords for your use on the File to Backup Websites.
5. You will not use the File to Backup services in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorize or permit any other person to do so.
6. Without limiting the foregoing, you will not use the File to Backup services for any of the following activities:
  - a) criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
  - b) advertising to, or solicitation of, any Member to buy or sell any products or services through the File to Backup Services. You may not transmit any chain letters or junk email to other Members. It is also a violation of these rules to use any information obtained from the File to Backup Services in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent;
  - c) any automated use of the system, such as using scripts to add friends or copy files;
  - d) interfering with, disrupting, or creating an undue burden on the File to Backup Services or the networks or services connected to the File to Backup Services;

- e) attempting to impersonate another Member or person;
  - f) using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
  - g) selling or otherwise transferring your Membership;
  - h) using any information obtained from the File to Backup Services in order to harass, abuse, or harm another person;
  - i) using the File to Backup Services in a manner inconsistent with any and all applicable laws and regulations;
7. We shall use our reasonable endeavors to make available to you at all times the File to Backup Services but we shall not, in any event, be liable for interruptions to or unavailability of the File to Backup Services.
  8. File to Backup reserves the right, in its sole discretion, to reject, restrict, suspend, or terminate your access to all or any part of the File to Backup Services at any time, with or without prior notice.

## II. Content

1. File to Backup does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you upload to the File to Backup Services.
2. You represent and warrant that your uploading any Content to the File to Backup Services does not violate the privacy rights, publicity rights, intellectual property rights (including copyrights), contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content uploaded by you to the File to Backup Services.
3. Without limiting the foregoing, you will not upload any Content to the File to Backup Services which:
  - a) is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - b) harasses or advocates harassment of another person;
  - c) exploits people in a sexual or violent manner;
  - d) contains nudity, violence, or offensive subject matter or contains a link to an adult website;
  - e) solicits personal information from anyone under 18;
  - f) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - g) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  - h) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

- i) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - j) solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
  - k) involves commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
  - l) includes a photograph of another person that you have uploaded without that person's consent;
4. By using the facilities of the File to Backup Services to make Content available to other Users ("Shared Content"):
- a) you grant to File to Backup a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute your Shared Content on and through the File to Backup Services. The license you grant to File to Backup is non-exclusive, perpetual, fully-paid and royalty-free, sub-licensable, and worldwide;
  - b) you grant to File to Backup a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute your Shared Content on and through the File to Backup Services (including third party infrastructure). The license you grant to File to Backup is non-exclusive, perpetual, fully-paid and royalty-free, sub-licensable, and worldwide, but limited to the scope of provision of the File to Backup Services and features you have signed up to and the promotion of the File to Backup Services;
  - c) you represent and warrant that you own the Shared Content or otherwise have the right to grant the license set forth in this section;
5. File to Backup may delete from the File to Backup Services any Content that in the sole judgment of File to Backup violates this Agreement or which We deem inappropriate.
6. File to Backup assumes no responsibility for any error, omission, interruption, loss, deletion, defect, theft, destruction or unauthorized access to, or alteration of any Content you upload to the File to Backup Services.
7. You are solely responsible for the Content that you upload to the File to Backup Services, and any material or information that you transmit to other Members and for your interactions with other Users. File to Backup does not endorse and has no control over the Content. Content is not necessarily reviewed by File to Backup and does not necessarily reflect the opinions or policies of File to Backup. File to Backup makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members.
8. File to Backup assumes no responsibility for monitoring the File to Backup Services for inappropriate Content or conduct. If at any time File to Backup chooses, in its sole discretion, to monitor the File to Backup Services, File to Backup nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User uploading any such Content.

9. The File to Backup Services contain Content of File to Backup ("File to Backup Content"). File to Backup Content is protected by copyright, trade secret and other laws, and File to Backup owns and retains all rights in the File to Backup Content and the File to Backup Services. File to Backup hereby grants you a limited, revocable, non-sub-licensable license to reproduce and display the File to Backup Content (excluding any software code) solely for your personal use in connection with viewing the File to Backup Website and using the File to Backup Services.

### III. Copyright Policy

1. You may not share, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of File to Backup to terminate Membership privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of prompt notification to File to Backup by the copyright owner or the copyright owner's legal agent.
2. Without limiting the foregoing, if you believe that your work has been copied and posted on the File to Backup Services in a way that constitutes copyright infringement, please provide Us with the following information:
  - a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  - b) a description of the copyrighted work that you claim has been infringed;
  - c) a description of where the material that you claim is infringing is located on the File to Backup Services;
  - d) your address, telephone number, and email address;
  - e) a written 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
  - f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

### 4. Fees

1. All charges payable by you for the File to Backup Services shall be in accordance with the scale of charges and rates published from time to time by Us on Our web site, errors and omissions excepted and shall be due and payable in advance of provision of the File to Backup Services.
2. We reserve the right to alter pricing including ceasing to offer elements of the File to Backup Services free of charge at any time. File to Backup will inform Members by email if the charge for a service is to be altered. You can then decide if you want to continue to use such service. Your continued use of the service after the proposed fee modification has been notified will be considered acceptance of the proposed fee modification.
3. Payment is due each billing anniversary on the 2<sup>nd</sup> of the month following the date the File to Backup Services were established until closure notice is given.

4. All fees for our services are due in advance and your contract will automatically renew on its anniversary at which point fees for the following month or year become payable. If you wish to cancel your contract with File to Backup, you must do so in accordance with clauses 5.a – 5.d before the renewal of your contract.
5. If your Membership is terminated in accordance with 5.d, you will be entitled to a pro rata refund based upon the remaining period of prepayment. You will not be entitled to a refund under any other circumstances. Any refund will be issue to the same payment source used for the initial payment.

## 5. Term and Termination

- a. This Agreement shall remain in full force and effect while you use the File to Backup Services or are a Member. Even after Membership is terminated, this Agreement will remain in effect.
- b. You may terminate your Membership at any time, for any reason by contacting our support department.
- c. File to Backup may suspend the provision of File to Backup Services to you and/or terminate your Membership without notice to you if you:
  - i. fail to pay any sums due to Us as they fall due.
  - ii. breach any term of this Agreement.
  - iii. are a company and you go into liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors.
- d. File to Backup reserves the right, in its sole discretion, to suspend the provision of File to Backup Services to you and/or terminate your Membership at any time, without warning.

## IV. Promotions & Vouchers

1. Promotional registrations are governed by the specific terms of the issued voucher code.
2. File to Backup reserves the right, at its sole discretion, to withdraw any promotional benefits at any time.
3. Any benefits offered through the "social sign up" process can be limited, withdrawn or charged for, at the sole discretion of File to Backup.
4. In the event that promotional accounts become chargeable, File to Backup will notify affected members by email with as much notice as is possible.

## V. Privacy

1. Use of the File to Backup Services is also governed by Our [Compliance Terms](#), which is incorporated into this Agreement by this reference.

## VI. Indemnity

1. You shall indemnify Us and keep Us indemnified and hold Us harmless from and against any breach by you of this Agreement and any claim brought against Us by a third party resulting from the provision of the File to Backup Services by Us to you and your use of the File to Backup Services including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Us in consequences of your breach or non-observance of any of the terms of this Agreement including if any Content that you post on the File to Backup Websites or through the File to Backup Services causes File to Backup to be liable to another.

## VII. Limitation of Liability

1. File to Backup will not be responsible for any incorrect or inaccurate Content uploaded to the File to Backup Websites or in connection with the File to Backup Services, whether caused by Users of the File to Backup Services or by any of the equipment or programming associated with or utilized in the File to Backup Services.
2. File to Backup is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the File to Backup Services or combination thereof.
3. File to Backup is not responsible for any error, omission, interruption, loss, deletion, defect, theft, destruction or unauthorized access to, or alteration of any Content you upload to the File to Backup Services.
4. The File to Backup Website may contain links to other websites. File to Backup is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by File to Backup. Inclusion of any linked website on the File to Backup Services does not imply approval or endorsement of the linked website by File to Backup. When you access these third-party sites, you do so at your own risk. File to Backup takes no responsibility for third party advertisements which are posted on this File to Backup Website or through the File to Backup Services, nor does it take any responsibility for the goods or services provided by its advertisers.
5. File to Backup is not responsible for the conduct, whether online or offline, of any User of the File to Backup Services.
6. All conditions, terms, representations and warranties relating to the File to Backup Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under UK law.
7. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the File to Backup Services shall be limited to the charges paid by you in respect of the services which are the subject of any such claim.
8. In any event no claim shall be brought unless you have notified Us of the claim within one month of it arising.

9. In no event shall We be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

#### VIII. Non-Waiver

1. Any forbearance or failure by Us to enforce a provision to which you are subject shall not affect Our right to require such performance at any subsequent time, nor shall the waiver or forbearance by Us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

#### IX. Law

1. This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English courts.

#### X. Headings

1. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

#### XI. Entire Agreement

1. These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between Us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between Us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to this Agreement, you confirm that you have not relied on any representation other than those expressly stated in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

#### Date Last Modified

These Terms of Use were last modified October 12, 2018.