



DESKTRONIX®

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Remote Backup Terms & Conditions

Account Information and Data

Desktronix does not own any data, files, information or material that you submit to the Service or store in your account ("Data"). Desktronix will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement. Please be aware that Desktronix may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties but such information will not include personally identifying information. Desktronix may access your account to respond to service or technical issues or as stated in this Agreement. You, not Desktronix, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data, and Desktronix shall not be responsible or liable for the deletion, correction, destruction, damage, loss of or failure to store any data.

User Conduct

You agree not to place any Data on your local network or to use your network to:

- transmit any material that may infringe upon the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
- transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs, or cancelbots;
- interfere with or disrupt servers or networks connected to the Service, or other accounts, computer systems or networks connected to the Service, through password mining or other means; or
- engage in any illegal activity.

Modification of Terms

Desktronix reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service and/or by sending you an e-mail message. You are responsible for reviewing any updated version of this Agreement. Continued use of the Service after notification of any such changes shall constitute your consent to such changes.

Data Recovery

If you need to recover data, Desktronix can provide support by phone at no additional charge to restore files. For Monthly Service Agreement clients, recovery terms are located in your Monthly Service Agreement. For all other clients, Desktronix provides on-site recovery services at an hourly rate of \$90.00 per hour.

Security of Stored Data

Accordingly, you hereby Desktronix will endeavor to restrict access to the Data you store and retrieve from your account to authorized persons accessing such Data through the use of your account or password. However, no password-protected and encrypted system of data storage can be made entirely impenetrable. You hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the Data you store in your account. Desktronix disclaims any and all liability for any such breach of security.