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CSI ONLINE BACKUP

TERMS OF SERVICE AGREEMENT

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE USING THE CSI ONLINE BACKUP SOFTWARE AND SERVICES (COLLECTIVELY, THE "SERVICE"). CORPORATION, USA IF YOU ARE LOCATED IN THE AMERICAS; OR ASIA PACIFIC PTE LTD, SINGAPORE IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN; OR LIMITED, BALLYCOOLIN BUSINESS PARK, BLANCHARDSTOWN, DUBLIN 15, IRELAND IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA ("") IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ALSO APPLY TO ANY UPDATES, AND SUPPORT SERVICES FOR THE SOFTWARE OR SERVICES PROVIDED BY , UNLESS OTHER TERMS ACCOMPANY THOSE ITEMS. IF SO, THOSE TERMS APPLY. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND . BY CHECKING THE BOX THAT YOU AGREE TO THE TERMS OR BY CLICKING THE "I AGREE" OR "YES" BUTTON OR USING THE SERVICE OR INSTALLING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON AND DO NOT USE THE SERVICE OR INSTALL THE SOFTWARE, AND CONTACT YOUR VENDOR OR CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 16 OF THIS TERMS OF SERVICE AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE SERVICE (LESS ANY SHIPPING, HANDLING, AND ANY APPLICABLE TAXES EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING, AND TAXES ARE REFUNDABLE) AT ANY TIME DURING THE SIXTY (60) DAY PERIOD FOLLOWING THE DATE OF PURCHASE.

1. Service Description.

The Service provides the capability to store and retrieve Your files and other data ("Data") on 's system via the Internet during the Service Period (defined below), subject to the amount of online backup space provided with Your Service and/or which You additionally purchase. The Service also gives You the ability to access and manage Your Data from any computer via a supported Internet browser. will provide to You the amount of back-up space that is mutually agreed upon at the time You order the

Service. It is your responsibility to routinely back-up Your Data. If You choose to use the Service, You must complete the activation process within the Service. The Service is an Internet control product that consists of client software ("Software") installed on Your personal computer that interacts with servers. The client software on Your personal computer connects to a server network infrastructure that is deployed on the internet and operated as a managed service by and other service providers.

All or portions of the Service provided hereunder may be provided by a third-party provider, including but not limited to, the storage of Data backed up via the Service as well as credit card processing.

2. Service Period. You will have certain rights to use the Software and access the Service during the Service Period. The "Service Period" shall begin on either: (i) the date of purchase, if You purchased an electronic download of the Service from an online store, or (ii) the date You activate the Service, if you obtained the Service through other means (for example, if the Software for the Service came pre-installed on a computer or if You are using a trial version of the Service), and shall continue for the period of time set forth in the Service documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software or Service.

3. Your Responsibilities.

(a) CSI Account. A current CSI Account ("CSI Account") is required to access and use the Service. If You do not have a CSI Account, You must complete the applicable registration process to create a CSI Account in order to use the Service. You are entirely responsible for maintaining the confidentiality of Your CSI Account password.

(b) Communication Connections; Service Availability. You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access and/or use the Service. The Service is provided "as is" and "as available" and shall not be liable for any downtime of the Service due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of .

(c) User Conduct and Responsibility; Compliance with Applicable Laws. Use of the Service (including the transmission of any Data You choose to store through the Service) is subject to all applicable local, state, national and international laws and regulations, including but not limited to the United States export laws. You agree to comply with such applicable laws and regulations and with the specifications described in the Service documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software or Service, and not to (i) use the Service for illegal purposes, (ii) transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy; (iii) transmit or store Data belonging to another party without first obtaining all

consents required by law from the Data owner for transmission of the Data to for storage within the United States; (iv) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (v) interfere with or disrupt servers or networks connected to the Service; or (vi) attempt to gain unauthorized access to the Service, the accounts of other Service users, or computer systems or networks connected to the Service.

(d) No Resale or Commercial Use of the Service. Your right to use the Service is personal to You. You agree not to resell or make any commercial use of the Service.

(e) Storage and Other Limitations. assumes no responsibility for the deletion or failure to store Data. retains the right, at 's sole discretion, to determine whether or not Your conduct is consistent with the terms of this Agreement and may terminate Your access to the Service if Your conduct is found to be in violation of the terms of this Agreement.

The foregoing obligations regarding use of the Service apply to all use of the Service. You are solely responsible for the use of the Service, and the Data transmitted or stored through the Service, in connection with Your CSI Account.

4. Service Fees and Payment. All fees for the Service are charged automatically in advance using the payment method You provide when You activate the Service. If You provide Your credit card information, You authorize to automatically charge Your credit card for charges that apply to Your account. Fees are billed monthly or annually in advance and are subject to change. You will provide all information necessary for to bill for the Service. You affirm that the information You supply is correct and complete and will promptly notify whenever Your personal or billing information changes. Specifically, if You elect to pay by credit card, You are responsible for directly updating, or notifying of any changes to Your credit card (including, but not limited to card number, expiration date, billing address or card status).

If You upgrade Your Service during an existing subscription term, You will be billed in full, in advance for the new Service. Any remainder of the prior pre-paid subscription may not be refunded.

If, at any time, the Service fee is declined or otherwise rejected by Your bank or credit card company or You otherwise fail to pay for the Service, may immediately suspend Your account until You provide a valid payment method and pay any past due amounts. You will have thirty (30) days to contact and update Your payment method and have Your account reactivated. If no action is taken, may terminate Your account and Your Data may be purged. In order to reactivate Your account, You will be charged any past due amounts and any fees incurred by for rejected payments. You may also be billed in advance for ongoing Service as described above.

5. Software, Installation, and Use. The Service includes the following personal computer desktop software and access to related Internet services, including but not limited to data storage, backup and restore.

(a) hereby grants You a nonexclusive, nontransferable license to use the Software and access the Service solely in accordance with the terms and conditions of this Agreement. You may install the Software on the number of computers that are specified within the documentation of the Service or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Service. You may only use the Software in accordance with such specifications, each of which will be referred to as a licensed computer.

(b) You must agree to provide with accurate and truthful registration information, including, but not limited to, Your name, address, telephone number, and email address to keep Your registration information current during the Service Period as defined above.

(c) To the extent permissible under applicable law, may at any time without notice or liability, limit availability to the Service in order to perform maintenance activities.

6. Scope of License.

(a) The client Software and access to the Service is licensed, not sold. shall retain all right, title and interest in the Software and Service, including without limitation all intellectual property rights embodied therein. You do not acquire any rights, express or implied, in the Software and Service, other than those specified in this Agreement.

(b) To the extent permissible by applicable law, You may not, nor may You permit any other person to:

- sublicense, rent or lease any portion of the Service;
- reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software or Service;
- use the Service as part of a facility management, timesharing, service provider or service bureau arrangement; or

(c) You may not use the Software or the Service to upload, transmit, or transfer any data, information, materials, or content to or any third party other than transmissions or transfers of information necessary for the intended use of the Software and Service. You also agree not to use the Software or Service for any unlawful or improper purpose.

7. Termination; Suspension. Your right to use the Service shall terminate upon expiration of the Service Period. In addition, may, at its sole discretion, immediately suspend or terminate use of the Service during the Service Period for your failure to or 's reasonable belief that you have failed, to comply with

these terms and conditions or any other misuse of the Service. Following the expiration or termination of the Service Period:

- Data stored to the online backup space provided with Your Service will be at risk of being purged;
- shall not be obligated to maintain such Data, forward such Data to You or a third party, or migrate such Data to another backup service or account; and
- You will not be able to store Data to any additional backup space under the Service that You may have purchased separately unless and until Your current Service Period is renewed or Your new Service Period is activated.

8. Changes to the Service. You shall have the right to receive new features to the Software and Service as , in its sole discretion, makes such features available during Your Service Period. continually strives to improve the usability and performance of its products and services. In order to optimize the Software and Service may, at its discretion and without notice, add, modify or remove features from the Software or Service at any time. In such event, You may be required to upgrade to the latest version of the Software in order for the Service to continue to function correctly.

You agree that may, in its sole discretion and from time to time, establish or amend general operating practices to maximize the operation and availability of the Service and to prevent abuses.

9. Privacy; Data Protection.

From time to time, depending on the settings for the Service, the Software and Service will collect certain information from You and the end users who use the computer on which the Software is installed (collectively, the "End Users").

The collected information is necessary for the purpose of delivering the functionality of the Software and Service and will be encrypted and transferred to so that it may be monitored by You; however, will not read such information or online communications.

From time to time, the Software and Service may collect certain information from Your computer, which may include:

- Information regarding installation of the Software. This information indicates to whether installation of the Software was successfully completed and is collected by for the purpose of evaluating and improving 's product installation success rate. This information will not be correlated with any personally identifiable information.
- The name given, during initial setup, to the computer on which the Software is being installed. If collected, the name will be used by as an account name for such computer under which You may elect

to receive additional services and/or under which You may use certain features of the Software. You may change the account name at any time after installation of the Software (recommended).

- Other general, statistical information used for product administration and analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

CSI reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Software. This means that may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation. In order to promote awareness, detection and prevention of Internet security risks, may share certain anonymous security information with research organizations and other security software vendors. may also use statistics derived from the information to track and publish reports on security risk trends. By using the Service, You acknowledge and agree that may collect, transmit, store, disclose and analyze such information for these purposes.

In addition, any Data that You transmit or store through the Service may be transferred to the group in the United States or other countries that have less protective data protection laws than the region in which You are situated (including outside the European Economic Area), but has taken steps so that the Data, if transferred, receives an adequate level of protection, including by using data transfer agreements where required. If You have any questions about how Your Data is being handled, please contact Customer Service using the contact details in Section 16.

CSI has no obligation to monitor use of the Service and/or Data transmitted or stored through the Service. To the maximum extent permissible under applicable law and notwithstanding the provisions of the fourth paragraph of article 9, CSI reserves the right at all times to monitor, review, retain and/or disclose any Data or other information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to investigate any suspected breach of these Terms and Conditions.

10. **DISCLAIMER OF WARRANTY.** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE AND SERVICE AND ANY THIRD PARTY SOFTWARE OR SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. AND ITS LICENSORS PROVIDE THE SERVICE WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ADVICE OR INFORMATION GIVEN BY , ITS LICENSORS, AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THIS AGREEMENT OR CREATE ANY WARRANTY. IS NOT RESPONSIBLE FOR

DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE OF THE SERVICES BY YOU, FORCE MAJEURE EVENTS SUCH AS IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS, ALTERATIONS, MODIFICATIONS BY OTHERS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. AND ITS LICENSORS MAKE NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

11. LIMITATION OF LIABILITY.

SOME STATES AND JURISDICTIONS INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(a) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU ASSUME TOTAL RESPONSIBILITY FOR USE AND RESULTS OF USE OF THE SERVICE. AND ITS LICENSORS EXERCISE NO CONTROL OVER AND DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT OR DATA CREATED OR ACCESSIBLE USING THE SERVICE. YOU AGREE NOT TO USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.

(b) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS OR DAMAGE, , ITS LICENSORS, AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OR DESTRUCTION OF CONTENT, INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE OR SOFTWARE.

(c) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL CHARGES PAID BY YOU TO FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES PAID BY YOU TO UNDER THIS AGREEMENT IN THE ONE MONTH

IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) AND ITS LICENSORS DISCLAIM ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE CHANGES TO YOUR EQUIPMENT, DEGRADE YOUR EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE YOUR EQUIPMENT OBSOLETE.

12. INDEMNIFICATION. To the maximum amount permissible under applicable law, You shall indemnify and hold , its parents, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with use of the Service through Your CSI Account, including but not limited to liability arising out of or in connection with the Data transmitted or stored through the Service in connection with Your CSI Account.

13. U.S. Government Restricted Rights. For United States Government procurements, the Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement.

14. Export Regulation. You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") is subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All product is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. USE OR FACILITATION OF PRODUCT IN CONNECTION WITH ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE DESIGN, DEVELOPMENT, FABRICATION, TRAINING, OR TESTING OF CHEMICAL, BIOLOGICAL, OR NUCLEAR MATERIALS, OR MISSILES, DRONES, OR SPACE LAUNCH VEHICLES CAPABLE OF DELIVERING WEAPONS OF MASS DESTRUCTION IS PROHIBITED, IN ACCORDANCE WITH U.S. LAW.

15. Entire Agreement. This Agreement and the terms for supplements, updates, Software (including any agreement that may be included with the Software provided by for use with the Service), Internet-based services and support services that You use, are the entire agreement for the Software and support services.

16. GENERAL TERMS. This Agreement will be governed by and construed under the laws of the State of California, without giving effect to such state's conflict of laws principles. Any legal action or proceeding related to this Agreement shall be instituted in a state or federal court in Santa Clara County, California. and You agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. No amendment to this Agreement will be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver by either or You of any breach or default under this Agreement shall be deemed to be a waiver of any of any other breach or default under this Agreement. Should You have any questions concerning this Agreement, or if You desire to contact for any reason, please write to CSI, 150 Consumers Rd, Suite 406, Toronto, Ont M2j1P9. or visit the Support page www.computersystemsint.com

17. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Software. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

18. Sixty (30) Day Money Back Guarantee.

If You are the original purchaser of the Service and are not completely satisfied with it for any reason, please make no further use of the Service and contact Customer Service, using the contact details set out in Section 16 of this License Agreement, for a refund of the money You paid for the Service (less shipping, handling, and any applicable taxes except in certain states and countries where shipping, handling and taxes are refundable) at any time during the thirty (30) day period following the date of purchase.