**SECURED2 CORP{**

**TERMS OF SERVICE AGREEMENT**

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE AGREEMENT (THE

“AGREEMENT”) CAREFULLY BEFORE USING THE SECURED2 ONLINE BACKUP SOFTWARE

AND SERVICES (COLLECTIVELY, THE “SERVICE”). SECURED2 CORPORATION,USA IF

YOU ARE LOCATED IN THE AMERICAS 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 SECURED2, 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 SECURED2. 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 SECURED2 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

Secured2’s system via the Internet during the Service Period (defined below), subject to the

amount of 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. Secured2 will provide to You the amount of

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 or accessed from the Secured2.com website

that interacts with Secured2 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 Secured2 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 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) Secured2 Account. A current Secured2 Account (“Secured2 Account”) is required to

access and use the Service. If You do not have a Secured2 Account, You must complete the

applicable registration process to create a Secured2 Account in order to use the Service. You are

entirely responsible for maintaining the confidentiality of Your Secured2 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 Secured2 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 Secured2.

(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 Secured2 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. Secured2 assumes no responsibility for the deletion or failure

to store Data. Secured2 retains the right, at Secured2'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, relating to Your Secured2 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 Secured2 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 Secured2 to bill for the Service.

You affirm that the information You supply is correct and complete and will promptly notify

Secured2 whenever Your personal or billing information changes. Specifically, if You elect to pay

by credit card, You are responsible for directly updating, or notifying Secured2 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, Secured2 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 Secured2 and update Your payment method and have Your account

reactivated. If no action is taken, Secured2 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 Secured2 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, cloud software interface and access to related Internet services, including but not limited to data storage, backup and restore.

(a) Secured2 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 Secured2 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, Secured2 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. Secured2 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 Secured2 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, Secured2 may, at its sole discretion, immediately suspend or

terminate use of the Service during the Service Period for your failure to or Secured2’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;

 - Secured2 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 Secured2, in its sole discretion, makes such features available during Your Service

Period. Secured2 continually strives to improve the usability and performance of its products

and services. To optimize the Software and Service Secured2 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 Secured2 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 delivering the functionality of the

Software and Service and will be encrypted and transferred to Secured2 so that it may be

monitored by You; however, Secured2 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 Secured2

whether installation of the Software was successfully completed and is collected by Secured2 for

the purpose of evaluating and improving Secured2’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 Secured2 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.

Secured2 reserves the right to cooperate with any legal process and any law enforcement or

other government inquiry related to your use of this Software. However, given the nature of our

 solution Secured2 will never have access to your data or information stored on servers you choose.

This means that Secured2 may provide a users name relevant to a court subpoena or to a law

 enforcement or other government investigation but has no capability to access your personal

 information. To promote awareness, detection and prevention of Internet

security risks, Secured2 may share certain anonymous security information with research

organizations and other security software vendors. Secured2 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 Secured2 may collect, transmit, store, disclose and analyze

such information for these purposes.

Secured2 has no obligation to monitor use of the Service and/or Data transmitted or stored

through the Service.

**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. SECURED2 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. SECURED2 AND ITS LICENSORS DO NOT WARRANT THAT THE

SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO

ADVICE OR INFORMATION GIVEN BY SECURED2, ITS LICENSORS, AFFILIATES, ITS

AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE

TERMS OF THIS AGREEMENT OR CREATE ANY WARRANTY. SECURED2 IS NOT

RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLECT, 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, SECURED2 TECHNICAL

SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. SECURED2 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 USEOF THE SERVICE. SECURED2

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 SECURED2 HAS BEEN ADVISED OF THE POSSIBLITY OF LIABLITY, LOSS OR

DAMAGE, SECURED2, 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 SECURED2 FOR THE AFFECTED SERVICE IN THE

ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE

TO THE CLAIM. SECURED2S TOTAL AGGREGATE LIABILITY ARISING FROM OR

RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES PAID BY YOU

TO SECURED2 UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY

PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM (“DAMAGE

CAP”).

(d) SECURED2 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 Secured2, 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 Secured2 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 Secured2 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 Secured2 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 SECURED2 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 Secured2 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 Delaware, 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 Delaware.

Secured2 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 Secured2 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 Secured2 for any reason, please write to Secured2

Customer Service, 6160 Summit Drive North, Suite 345, Minneapolis, MN 55430.

**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 (60) 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 Secured2 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 sixty (60) day period following the date of purchase.

CPS / NOBU / TOS 2.1 / USE