

Remote Data File Backup Service - Service Agreement.

JARM total solution (herein referred to as the "The Company") offers its Data File Backup Service (herein referred to as the "Service"), as described on the [jarm.NET](http://www.jarm.net) website (www.jarm.net) for monthly fees (the "Fees") which you or your company will pay under the agreed payment option. The Fees applicable for the Service are available or will be available at www.jarm.net and as published within the agreement. The Company reserves the right to change the Fees or applicable charges and to institute new charges at any time, upon thirty (30) days prior notice to you (which may be sent by mail or e-mail).

Non-Transferable Membership.

The Company grants you a personal, non-exclusive, non-transferable license to use the products and software contained in or made available through the Service solely for your own internal purposes. All rights not expressly granted by The Company to you are retained.

Restrictions.

You are permitted to store and manipulate the Content only for your personal use. Unauthorized use of the Service or the resale of the Services without The Company's prior written consent, is expressly prohibited. You shall not copy, license, sell, transfer, transmit, make available, distribute, publish, or assign this license or the Content in any format to any third party.

User Accounts.

To open a user account, you or your company must complete the registration process by providing The Company with current and accurate information. In registering for the Service, you agree to submit accurate and complete information about you and promptly update such information. Should The Company suspect that such information is untrue, inaccurate, not current or incomplete, The Company has the right to suspend or terminate your usage of the Service. User accounts will be setup when full payment has been received for the Service. User accounts cannot be "shared" or used by more than one company. The data in each user's storage area will be retained for a minimum of one month prior to removal unless an alternate time frame is agreed upon.

User Responsibilities.

You are solely responsible for any and all activities that occur under your account and ensuring that you exit or log-off from your account at the end of each session of use. You are responsible to verify and monitoring the backup process. You shall notify The Company immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. **DO NOT MISUSE OR ABUSE OUR SYSTEM OR OUR SYSTEM RESOURCES (I.E. BANDWIDTH). YOUR ACCOUNT WILL BE IMMEDIATELY TERMINATED.**

Account Information and Data.

The Company does not own any data, information or material that you submit to the Service or store in your account ("Data"). The Company 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. The Company may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You, not The Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and The Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data.

Payment of Fees.

The Company offers its Service, as described on the [jarm.NET](http://www.jarm.net) website (www.jarm.net) and as published within the Service fees (the "Fees") which you will pay to The Company. If you will be paying by check or other means then the Service will be initiated on the day the check is received. In the event you cancel the Service, The Company will not refund any Fees already paid by you.

Your The Company account will be considered delinquent if your bank refuses for any reason to pay the amount billed to it. The Service may be suspended, archived or purged from system if account is delinquent. The Company may impose a charge to restore archived data from delinquent accounts.

The Company may choose to bill through a monthly invoice, in which case, full payment for invoices issued in any given month must be received by The Company fifteen (15) days after the mailing date of the invoice, or the Service may be terminated or suspended. Unpaid invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection.

If you believe The Company has billed you incorrectly, you must contact The Company no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to The Company's Customer Support department at support@jarm.net.

User Conduct.

You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Service. In addition, without limitation, you agree not to use the Service to: (1) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses; (2) transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (3) transmit any material that contains

software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancel bots; (4) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (5) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or (6) harass or interfere with another user's use and enjoyment of the Service.

The Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Termination.

The Company, in its sole discretion, may terminate your account or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user account upon notice to The Company at any time. However, you will not receive a refund of any portion of your fees paid to The Company. Upon termination by The Company or at your direction, you may request a file of your Data, which The Company will make available for a fee. You must make such request at the notification of termination to receive such file within (30) days of termination. Upon termination of an account, your right to use such account and the Service immediately ceases. The Company shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party.

Indemnification.

You shall indemnify and hold The Company and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Service (including the Content) or breach of this Agreement.

Disclaimer of Warranties.

The Company does not represent or warrant that: (1) The user of the Service will be timely, uninterrupted or error-free, (2) will operate in combination with any other software or system; (3) The Service will meet your requirements or expectations; (4) Errors or defects will be corrected. All conditions, representations and warranties, whether expressed, implied, or otherwise, including, and without limitation, are hereby disclaimed to the maximum extent permitted by applicable law by The Company.

Limitation of Liability.

In no event shall The Company's aggregate liability exceed the amount actually paid by you in the six (6) month period immediately preceding the event giving rise to such claim. In no event shall The Company be liable to anyone or any company for any indirect, punitive, special, exemplary, incidental, consequential, or other damages of any type or kind. This includes the loss of data, revenue, or profits arising out of, or in any way connected with this service, including by not limited to your companies use of inability to use the service or content retained within your storage area.

Additional Rights.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

Modification to Terms.

The Company 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 by mail or an email message. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

General.

This Agreement will be governed by Florida law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in Tallahassee, Florida. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and The Company as a result of this agreement or use of the Service. The failure of The Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by The Company in writing. The Company has the right to assign any or all of its rights and obligations under this Agreement at any time. This Agreement comprises the entire agreement between you and The Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.