TST {For Everything IT}

Offsite Backup and DataDrop CloudSync Terms of Service

This agreement (the "Agreement") is a legal agreement between you, either an individual or a single legal entity ("You" or "you"), and TST ("TST"). This Agreement governs your use of the TST. TST Backup Client software distributed with this Agreement, including any updates that may be provided to you and any accompanying written documentation (the "Software") and the TST backup service ("Service").

PRIVACY AND COMMUNICATIONS
You acknowledge and agree that TST may occasionally send you administrative communications regarding your account or the Service via email.

Please see the TST, Privacy Policy, which is incorporated into this Agreement by reference.

ACCOUNTS, PASSWORDS, AND SECURITY
You must be a registered user to access the Service. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name. If you lose your password or the encryption key for your account, you may not be able to access your Data.

ACCEPTABLE USE AND CONDUCT
You are solely responsible for your conduct and your data related to the Service. You agree to indemnify, defend, and hold harmless TST and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Service, or your violation of these terms.

The Software and Service are made available to you, your company, and/or your customers only for personal or commercial use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights.

Any unauthorised use of any TST computer system is a violation of this Agreement and certain UK laws. Such violations may subject the unauthorised user and his or her agents to civil and criminal penalties.

CONSENT TO COLLECT NON-PERSONAL INFORMATION; USE OF DATA
The Software and Service may collect certain identifiable information that resides on your computer, including, without limitation, statistics relating to how often backups are started and completed, performance metrics relating to the Software, and configuration settings. This information collected will be sent to TST and may be used by TST in-house to provide reporting to our clients.

When you back up data via the Service, you agree that we will be storing such data as part of the Service to provide proper reporting and monitoring to our individual clients.

CHANGES TO THE SERVICE AND TERMS AND CONDITIONS
TST reserves the right at any time to modify, suspend, or discontinue providing the Service or any part thereof in its sole discretion with or without notice.

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TST will use commercially reasonable efforts to notify you of modification, suspension, or discontinuance of the Service either by sending an email to the email address you provide with your registration or by a posting on tst.uk.com website. However, in no event will TST be liable to you or to any third party for any modification, suspension or discontinuance of the Service with or without notice.

TST reserves the right at any time to modify this Agreement in its sole discretion, without liability to you. This Agreement, as amended, will be effective upon acceptance of registration for new users and effective for all existing users 15 days after the posting of any amended terms on the tst.uk.com website. You agree to be bound by this Agreement, as modified. If you do not agree to any changes to this Agreement, you must terminate your account immediately.

Please review the most current version of this Agreement from time to time, located at https://tst.uk.com/policies (or such successor URL as TST may provide), so that you will be apprised of any changes.

USE OF SOFTWARE
Subject to the terms and conditions of this Agreement, TST grants you a non-exclusive license to install and execute copies of the Software (in executable code form only) on your company's computers and only for the purpose of accessing and using the Service. Certain third party code may be provided with the Software. The third-party license terms accompanying such code, and not the terms of this Section, will govern your use of such code.

The Software and its structure, organization, source code, and documentation contain valuable trade secrets of TST and its licensors, and accordingly you agree not to (and agree not to allow third parties to) (1) sublicense, lease, rent, loan, transfer, or distribute the Software and/or Service or any derivative thereof to any third party who is not your customer, (2) modify, adapt, translate, or prepare derivative works from the Software or Service, (3) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or Service, (4) extract portions of the Software's files for use in other applications, or (5) remove, obscure, or alter TST's or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software or Service.

INTELLECTUAL PROPERTY
You acknowledge that TST or third parties own all right, title and interest in and to the Software and Service, portions thereof, or software or content provided through or in conjunction with the Software or Service, including without limitation all intellectual property rights. Except for the license granted in this Section, all rights in and to the Software and Service are reserved, and no implied licenses are granted by TST

If you have comments on the Software or Service or ideas on how to improve them, please visit https://tst.uk.com/contact-us. Please note that by doing so, you also grant TST a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate your ideas or comments into the Software or Service (or third party software, content, or services), and to otherwise exploit your ideas and comments, in each case without further compensation.

TERM AND TERMINATION
This Agreement is effective upon signing up for the TST services and remains in effect until

the users' account is terminated.

You may terminate this Agreement at any time by destroying the Software and closing your account by following the instructions on the tst.uk.com website.

This Agreement automatically terminates if you fail to comply with its terms and conditions. TST reserves the right to refuse or discontinue participation to any user at any time at its sole discretion.
You agree that, upon such termination, you will destroy and permanently erase all copies of the Software and that your access rights to the Service will immediately terminate.

The terms of the Sections entitled Consent to Collect Non-Personal Information, Intellectual Property, Disclaimer of Warranties, Limitation of Liability, and Miscellaneous will survive expiration or termination.

If this Agreement terminates, other than for your failure to comply, TST will use commercially reasonable efforts to make your Data available for you to download for a period of three (3) days. TST has no obligation to provide you with a copy of your Data and may remove and discard any Data.

TST shall not provide a refund for any unused portion of Service paid in advance by User.

DISCLAIMER OF WARRANTIES
THE SOFTWARE AND SERVICE AND ANY THIRD PARTY SOFTWARE AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. TST AND SUCH THIRD PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD AND/OR USE THE SOFTWARE AND SERVICE, AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SOFTWARE OR SERVICE, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE AND SERVICES.

LIMITATION OF LIABILITY
UNDER NO CIRCUMSTANCES SHALL TST, OR ITS SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF TST HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF TST , AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO TST FOR THE SOFTWARE OR SERVICES. IF THE SOFTWARE AND SERVICES ARE PROVIDED WITHOUT CHARGE, THEN TST AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU

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WHATSOEVER.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE OR SERVICE, FROM INABILITY TO USE THE SOFTWARE OR SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE OR SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

THE SOFTWARE AND SERVICE ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION, AND LICENSEE AGREES THAT LICENSOR WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SOFTWARE.

MISCELLANEOUS PROVISIONS

You acknowledge and agree that the Software which is the subject of this Agreement, may be controlled for export purposes. You agree to comply with all United Kingdom export laws and regulations. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United Kingdom export law or regulation. If you are located in a country subject to embargo by the United Kingdom government, you are not entitled to use the Software or Service.

This agreement will be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

The failure of TST to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

This Agreement, which incorporates the TST Privacy Policy, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by TST.

All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the United Kingdom, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit TST from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of TST. TST may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.