



This website is operated by BACKUP SPIDER which belongs to Futuron Solutions Inc. ("Futuron Solutions Inc.", "we", "us", or "our"). We provide the FTP Backup Space with cPanel control panel. The following terms and conditions (the "Terms of Service") form a binding agreement between you as a customer and us as a service provider regarding the use of our FTP Backup Space ("service"). Every time you access and/or use our services, you are agreeing to be bound by these terms. If you do not agree to all of these terms, we are unable to grant you access to our services.

As a customer you are a subscriber of our service. To order our service, you must provide your email address and complete and correct address and contact details. You may not transfer or share your login information with any third parties, and you are solely responsible for maintaining the confidentiality of such login information. If someone accesses our website or our provided services using your login details, we will assume that it is you. You are solely responsible for any and all use of your login details and all activities that might occur under or in any connection with your login details. You agree to be responsible for any act or omission of any users that access the our website or uses our services under your login details. You must ensure that all information you provide to us is true, accurate and complete, and you agree to maintain and promptly update such information to keep it true, accurate and complete. We have a right to verify your given details and if we believe or suspect that such information is not true, accurate or complete, we may deny or terminate your access to our website or services provided to you (or any portion thereof).

BACKUP SERVICE.

Availability. We do our best to keep your data safe, but in a worst case your data in our backup service may not be available or restorable if your subscription expires, will be terminated or in case of total hardware failure.

Access. We will do our best effort to restrict access to your FTP Backup Space to subscriber using his/her given login details. However, no password-protected system of data storage and retrieval can be made entirely impenetrable and you acknowledge that our website and your FTP Backup Space are not invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities.

Review. We do not review, inspect, edit or monitor any data on our services. However, if we believe that your FTP Backup Space is being used for storage and distribution of any illegal material such as copyrighted content, we reserve the right to examine the content of your STP Backup Space. We reserve a right to refuse, remove or disable access to any data stored

on our servers for any reason including that your FTP Backup Service contains illegal material or content or may violate these Terms of Service.

FEES. As a customer, you agree to pay our then-current and applicable subscription fees (as listed on our website) for your FTP Backup Service. We charge and collect payments in advance for use of our services. You have to understand that your FTP Backup Service will be auto-renewed monthly, and you agree that we may automatically charge you renewal fees at the beginning of each recurring period.

Non-Payment. You must further agree that we may suspend your access to your FTP Backup Space if, at any time, you have not paid all fees that you owe to us. In the event we are unable to collect the fees you owe us, we may take any other steps we deem necessary to collect such fees from you, and that you will be responsible for all costs and expenses incurred by us in connection with such collection activity, including collection fees, court costs and attorneys' fees. Any amounts and fees not paid when due shall bear interest at the rate of one and one half percent (3%) per month, or the maximum legal rate, if less.

Refunds. In the event of termination of a service, we don't provide you any refund of any prepaid, but unused fees related to your service.

MODIFICATIONS TO THE SERVICES. We may, in our sole discretion, upgrade, enhance, change and modify our FTP Backup Services, including by discontinuing a service or any aspect or feature. Any Modifications will be subject to these Terms of Service, and we will use reasonable efforts to provide notice of adverse and material changes to the services or changes to these Terms of Service by posting them on our website and notifying our customers if there our Terms of Service have changed. You agree to be bound to these Terms of Service, as modified. If you do not agree to the modified Terms of Service, you are not permitted to use your FTP Backup Service and must terminate your subscription immediately.

RESTRICTIONS. You represent and warrant that neither your FTP Backup Space nor any Content you post will:

Infringe the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;

Violate the privacy, publicity, or other rights of third parties;

Violate any other law, statute, ordinance or regulation, including laws regarding anti-discrimination and false advertising;

Be false or inaccurate or becomes false or inaccurate at any time;

Be or contain material that is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as

determined by us in our sole discretion;

Disclose or provide information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;

Misrepresent your identity in any way;

Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

Contain any advertising or solicitation for anything other than your Listing or service on our website;

Advocate or encourage any illegal activity; or

Have the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

General Rules of User Conduct. It is our goal to make access to our Site and Services a good experience for Visitors and all of our Subscribers. You agree not to, and represent and warrant that you will not reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, use of the Site or Services or access to the Site or Services for any purposes other than for which the Site or Services are being provided to you, or do any of the following:

Conduct or promote any illegal activities while using the Site or Services;

Upload, distribute or print anything that may be harmful to minors;

Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;

Attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;

Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;

Use our website or your service to generate unsolicited email advertisements or spam;

Use our website or your service to stalk, harass or harm another individual;

Use any high volume automatic, electronic or manual process to access, search or harvest information from our website or your service (including without limitation robots, spiders or scripts);

Interfere in any way with the proper functioning of our website and your service or interfere with or disrupt any servers or networks connected to our website or your service, or

disobey any requirements, procedures, policies or regulations of networks connected to our website or your service;

Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on our website or the Content contained on any such web page for commercial use without our prior express written permission;

Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or

Mirror or frame our website or any of its content, place pop-up windows over its pages, or otherwise affect the display of its pages.

DURATION OF ACCESS. You agree that we, in our sole discretion, may immediately terminate your access to website and to your FTP Backup Services at any time, for any reason, in our sole discretion. We may provide you refunds in our sole discretion, but we are in no event required to provide you a refund if we terminate your service within these Terms of Service for your material breach. Upon termination or expiration of your access to your FTP Backup Service, you will no longer have the right to access or retrieve your stored data through our website or by using your terminated service. We do not store your data anymore after service termination and we are not able to retrieve it at all. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO OUR WEBSITE OR YOUR FTP BACKUP SERVICE OR DELETION OF YOUR STORED DATA. TERMINATION OF YOUR SUBSCRIPTION WILL IN NO WAY MODIFY, CHANGE OR VOID ANY PAYMENT OBLIGATIONS YOU MAY HAVE INCURRED UP TO THE DATE OF TERMINATION THROUGH YOUR USE OF THE SITE OR ANY SERVICES, WHETHER SUCH OBLIGATION IS TO US OR A THIRD PARTY.**

DISCLAIMER OF WARRANTIES. WE DO NOT MAINTAIN OFFSITE BACKUPS OF YOUR DATA BUT USE RAID5 PROTECTION. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT PROTECTION OF YOUR DATA NOR GUARANTEE DATA AVAILABILITY WHATSOEVER. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR WEBSITE AND/OR YOUR SERVICES IS AT YOUR SOLE RISK. BOTH OUR WEBSITE AND YOUR SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. WE MAKE NO WARRANTY THAT OUR WEBSITE AND/OR YOUR SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT OUR WEBSITE AND/OR YOUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE OR YOUR SERVICES, OR THAT DEFECTS IN OUR WEBSITE OR YOUR SERVICE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE OR YOUR

SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SERVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE, SERVICES, OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE Terms of Service.

LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO OUR WEBSITE AND TO PROVIDE YOUR SERVICE IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE, THE SERVICES OR YOUR STORED DATA, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR WEBSITE AND YOUR SERVICE. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO OUR WEBSITE OR YOUR SERVICE IS LIMITED, IN AGGREGATE, TO THE GREATER OF THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF OUR WEBSITE OR YOUR SERVICE IN TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE; OR TEN DOLLARS (USD \$10.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

INDEMNIFICATION. You agree to indemnify, defend and hold harmless Futuron Solutions Inc., our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from any of your content or stored data, your use of our website or your service, your violation of these Terms of Service, your violation of any rights of any other person or entity, or any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by you into our website or your service.

VIOLATIONS. We may give notice to you by email, a posting on our website, or other reasonable means. You must give notice to us in writing via email to support@backupsider.com or as otherwise expressly provided.