

Revere Data Vault General Terms of Service

These General Terms of Service (the “General Terms”) govern your use of Revere Data Vault’s products and services (collectively, the “Products and Services”). The term of these General Terms shall be the duration of your use of the Products and Services. By registering a Customer Account (as defined below) or using any of the Products and Services, you agree to these General Terms, including terms that limit our liability (see Section 14), require individual arbitration for any potential legal dispute (see Section 17) and authorize contracting through electronic systems (see Section 19). You also agree that certain Products and Services are subject to additional terms, including applicable Product and Service Specific Terms (see Section 2, and “Requirements” and “Restrictions” which mean, respectively, (a) technical requirements and specifications and (b) limitations on your use of the applicable Products and Services, as such Requirements and Restrictions are set forth in the [FAQ](#) or otherwise made known to you via the website or Documentation (as defined below). The [Privacy Policy](#), Requirements, Restrictions, FAQs, website, and other user manuals and information designed to assist you in use and operation of the Products and Services (collectively, the “Documentation”), these General Terms and the Product and Service Specific Terms are collectively referred to as the “Agreement”. These General Terms apply solely to Products and Services for consumer use. If you are purchasing Revere Data Vault products and services designed for use with an enterprise, those products and services are governed by the [General Enterprise Terms](#).

1. Parties to the Agreement.

This Agreement is a legal contract between Revere Data Vault, Inc. on behalf of itself and its affiliates and subsidiaries worldwide (collectively, “Revere Data Vault,” “we,” “our” or “us”) and you (“you”, “your” or “Customer”). You represent and warrant to us that: (a) you are least eighteen (18) years of age; (b) you are eligible to register and use the Products and Services and have the right, power, and ability to enter into and perform under the Agreement and (c) your use of the Products and Services will be in compliance with the terms and conditions of the Agreement and all applicable laws. If you are acting on behalf of a third party (“Third Party End-User”), you represent and warrant that: (a) you are authorized to make the purchase and enter into this Agreement on behalf of the Third Party End-User as that party’s agent and (b) that the Third Party End-User is bound by this Agreement. If you enter into this Agreement on behalf of a Third Party End-User, you agree that you are jointly and severally liable for any breach of this Agreement resulting from your acts and omissions, or the acts and omissions of the Third Party End-User or any Authorized User (as defined below) of the Third Party End-User.

2. Product and Service Specific Terms.

In the event of a conflict between provisions that appear in different documents, the order of precedence will be the Requirements, Restrictions, the Product and Service Specific Terms listed

below (appended to these General Terms), the General Terms and the provisions in any other parts of the Documentation.

(a) [Courier Recovery](#). These terms apply to Revere Data Vault's Courier Recovery Services (the "Courier Recovery").

(b) [Hybrid Services](#). These terms apply to Revere Data Vault's E2 product that combines cloud and on-site data protection (the "E2").

(c) [Technical Support](#). These terms apply to Revere Data Vault's technical support services (the "Technical Support Services").

(d) [Website Terms of Use](#). These terms apply to your use of Revere Data Vault's websites and portals.

3. HIPAA Business Associate Agreement.

If you are subject to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), as a Covered Entity or Business Associate (as defined in HIPAA) and use the Products and Services in a manner that causes Revere Data Vault to create, receive, maintain, or transmit Protected Health Information on your behalf, please contact a sales representative or sales@reveredatavault.com, in order to use the Products and Services in a compliant manner. Unless otherwise agreed in writing, (i) Revere Data Vault does not intend that your use of the Products and Services will create obligations for Revere Data Vault to comply with HIPAA, (ii) Revere Data Vault makes no representations that the Products and Services satisfy HIPAA requirements, and (iii) you agree not to use the Products and Services in connection with any Protected Health Information (as defined in HIPAA).

4. Customer Account Registration.

You are required to register an account with us (a "Customer Account") in order to use the Products and Services. During registration of a Customer Account, you agree to provide accurate and complete information in response to our questions, and you further agree to promptly update this information should it change. In connection with use of the Customer Account, a Customer may authorize itself and others (collectively, "Authorized Users") to use the Products and Services on Customer's behalf. Each Authorized User will establish or be provided a username and password, and may also establish or be provided other access credentials, such as an encryption key (collectively, "Access Credentials"). You will, and will ensure that each of your Authorized Users will, keep the Access Credentials confidential and ensure that they are not disclosed to any third party. You are responsible for the acts and omissions of your Authorized Users. You, and not Revere Data Vault, are fully responsible for all activity that occurs under your Customer Account using the Access Credentials, including any loss or deletion of Customer Content (as defined below). We reserve the right to suspend or terminate the Customer Account, or the access of any Authorized User, for any reason, including if any registration information is inaccurate, untrue or incomplete, or if you or any of your Authorized Users fail to maintain the security of any Access Credentials. You agree to, and will ensure that each Authorized User will, notify us at privacy@reveredatavault.com immediately upon learning of any unauthorized access to a Customer Account or any other suspected security breach.

5. Mobile Applications.

Subject to the terms and condition of this Agreement, Revere Data Vault grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Revere Data Vault mobile applications (the “Revere Data Vault Apps”) on a single mobile device or computer that you own or control solely in connection with your use of the Products and Services. You may opt-out of certain analytics features, including applicable device or application settings, such as the device advertising settings for mobile applications. With respect to any Revere Data Vault App accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. You acknowledge and agree that the availability of the Revere Data Vault App is dependent on the third party app marketplace (e.g., the Apple App Store or Google Play (“App Store”). You acknowledge that this Agreement, including the Mobile App Terms, are between you and Revere Data Vault, and not with the App Store. Revere Data Vault, not the App Store, is solely responsible for the Revere Data Vault Apps, including their operation, related warranties and any related claims. In order to use the Revere Data Vault App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Revere Data Vault Apps. You agree to comply with, and your license to use the Revere Data Vault App is conditioned upon your compliance with, all applicable third-party terms (e.g., the App Store’s terms and policies) when using the Revere Data Vault Apps.

6. Free Services and Pre-release Services.

(a) Free Services. We may offer free Products and Services, including free trials of the Products and Services (“Free Services”). The Free Services and Pre-release Services (as defined below) (together, the “Evaluation Services”) require an active Customer Account and are subject to the time limits that are made known to you via email or the Documentation. You acknowledge and agree that: (a) your use of the Evaluation Services is for the sole purpose of evaluating and testing the applicable Products and Services and providing feedback to us; (b) your use of the Evaluation Services will be in compliance with the Documentation and any Restrictions and Requirements made known to you; (c) you will not store Customer Content (as defined below) that is sensitive in nature, including personally identifiable information, Protected Health Information or sensitive financial information with the Evaluation Services; (d) you will inform your Authorized Users of the nature of the limitations on use of the Evaluation Services and (e) you will use the Evaluation Services solely in a non-production environment. Access to Evaluation Services associated with your Customer Account that remain inactive for a period of thirty (30) calendar days or more may be terminated and your Customer Content irretrievably deleted. We assume no liability for the loss of any such Customer Content. Revere Data Vault, in its sole discretion, may discontinue the Evaluation Services at any time, at which point your access to the Evaluation Services will end and any Customer Content shall be irretrievably deleted.

(b) Pre-release Services. We may designate new products, services, enhancements or features as pre-release, alpha or beta services (collectively, “Pre-Release Services”). In addition to the terms

set forth in Section 6(a), you agree that the Pre-Release Services are experimental in nature, have not been fully-tested and may be discontinued at any time with or without notice. You agree to assist us in testing, evaluating, refining and improving the applicable Pre-Release Services. You agree to promptly report problems to us whenever the Pre-Release Services do not perform in accordance with the Documentation. Periodically and at our request, you may provide us with comments, criticisms, suggested improvements and other feedback, about the use, operation, functionality and features of the Pre-Release Services (collectively, the “Pre-Release Feedback”). You agree that we have the right to use the Pre-Release Feedback in the same manner that we have the right to use other Feedback (as defined herein).

7. Cloud Services.

(a) Access Grant. Subject to the terms and conditions of this Agreement, you and your Authorized Users may access and use Revere Data Vault’s cloud services (the “Cloud Services”) solely: (i) for your personal use; (ii) in accordance with the applicable Documentation; and (ii) in accordance with any Restrictions and Requirements applicable to the Cloud Services. Customer’s authorization to use the Cloud Services is non-exclusive, non-transferable, non-sublicensable, terminable and limited to the Restrictions as set forth in the specific Products and Services Documentation.

(b) Software Client. The Cloud Services require software be installed within your Environment (as defined below) (the “Client Software”). Subject to the terms and conditions of this Agreement, Revere Data Vault grants to you a non-exclusive, non-transferable, revocable, fee-bearing, limited license (without the right to sublicense) to install, execute and use the Client Software solely: (i) in object code format; (ii) for your personal use, with no right to make such software available to third parties either by transferring copies thereof or by providing a hosted service; and (iii) in accordance with any Restrictions, Requirements and Documentation applicable to the Cloud Services. Your license in the Client Software is co-terminus with your right to access the Cloud Services for which the Client Software is required.

8. Access Authorization.

Subject to the terms and conditions of this Agreement, you and your Authorized Users may access and use customer portals (the “Customer Portals”) that are made available to you in connection with the Products and Services, solely for your personal use and solely in accordance with the Documentation. Your authorization to use the Customer Portals is non-exclusive, non-transferable, non-sublicensable and terminable.

9. Customer Acknowledgements and Obligations.

You acknowledge and agree to the following:

(a) License. You grant to Revere Data Vault a worldwide, non-exclusive, royalty-free, fully-paid up, transferable and sublicensable right to use, reproduce and store the Customer Content for the purpose of performing this Agreement, improving the Products and Services, and as otherwise provided in our [Privacy Policy](#). You retain all rights in the Customer Content, subject to the rights granted to Revere Data Vault in this Agreement. You may modify or remove the Customer Content via the Customer Account. Customer Content will be irretrievably deleted upon (i) you

or your Authorized User's deletion of Customer Content or (ii) cancellation, termination or non-renewal of the Customer Account or subscription to the Products and Services. Revere Data Vault may remove Customer Content at any time, for any reason, with or without notice.

(b) Requirements and Environment. Revere Data Vault offers many different Products and Services, with different Restrictions and Requirements, each of which are designed to address the needs of a broad range of customers. You acknowledge and agree that (i) you assessed your data protection needs, network environment and the technical specifications and cost of each of the Products and Services; (ii) you are solely responsible for making the appropriate selection of the Products and Services even if a Revere Data Vault representative has provided guidance to you regarding the Products or Services that you select; (iii) you are solely responsible for ensuring that you comply with the applicable Requirements and Restrictions; (iv) you are solely responsible for ensuring that you maintain and operate the information technology infrastructure from which the applicable Products and Services copies, maintains and transfers the Customer Content, including the databases, applications, files, software, computer, server, tablet, smartphone or any other device registered with Revere Data Vault (including, to the extent applicable, hardware delivered to you as part of any Product or Service) (collectively, your "Environment"); and (v) if you exceed the storage allocated to your Customer Account, you acknowledge and agree that Revere Data Vault may restrict your ability to back up further data until you reduce your storage usage, add storage packs, or purchase another type of Product and Service with higher or unlimited storage.

(c) Customer Conduct. The Products and Services include functionality that enables you and your Authorized Users to copy, maintain, sync, transfer and upload text, graphics, photos, videos, presentations and other materials or information ("Customer Content") pursuant to the terms of this Agreement, including the Requirements and Restrictions. You represent and warrant that your Customer Content and you and your Authorized User's, use of the Revere Data Vault website, portals, Products and Services, and the technology related thereto, shall not (i) interfere with the proper working of the Products and Services or impose an unreasonably large load on Revere Data Vault's infrastructure; (ii) give rise to civil or criminal liability, e.g. defamatory, threatening, pornographic, indecent, abusive, libelous or otherwise objectionable actions; (iii) violate or infringe upon any third party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; or (iv) initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware.

(d) User Restrictions on Intellectual Property. You acknowledge and agree that you shall not, and shall ensure your Authorized Users do not: (i) access or use the Products and Services in any manner or for any purpose other than expressly permitted by the Documentation; (ii) change, modify or otherwise create derivative works of all or any portion of the Products and Services; (iii) modify, disassemble, decompile or reverse engineer any part of the Products and Services or apply any other process or procedure to derive source code of any software included in the Products and Services (except solely to the extent permitted by applicable law); (iv) access or use the Products and Services in a way intended to avoid exceeding usage limits or quotas; (v) use the Products and Services in order to build a similar or competitive application or service; (vi) remove, tamper with or alter any disabling mechanism or circumvent any technical protection measures associated with the Products and Services, or otherwise use any tool to

enable features or functionalities that are otherwise disabled in the Products and Services; (vii) resell or sublicense the Products and Services (except as solely to the extent permitted by applicable law); or (viii) remove or alter any proprietary notices (e.g., copyright and trademark notices) pertaining to the Products and Services.

(e) Changes to Products and Services. Revere Data Vault may periodically update or upgrade the Products and Services. You acknowledge and agree that Revere Data Vault may automatically download and install such updates and upgrades onto your device(s) or notify you of the need to update or upgrade your Products and Services and then you or your Authorized Users are solely responsible for applying patches that Revere Data Vault makes available. Where applicable, you will grant Revere Data Vault access to your device, which provides access tokens or keys, permitting licensed software to run on your device. You acknowledge and agree that Revere Data Vault may, at any time and without notice to you, discontinue, suspend or modify the Products and Services, any functionality or feature of the Product and Services or the availability of the Products and Services on any particular device or hardware.

(f) Law Enforcement. If Revere Data Vault reasonably suspects that Customer's Account has been used for an unauthorized, illegal or criminal purpose, or law enforcement requests access to Customer's Account or Customer Content via a validly issued subpoena, an investigative demand or warrant, you hereby give Revere Data Vault express authorization to share information about you, your Customer Account, Customer Content, and any of its transactions with law enforcement.

10. Fees and Payment.

(a) Fees. You agree to pay all fixed and variable usage-based fees (if any) (collectively, "Fees") for the Products and Services as specified at the time of purchase. Unless otherwise indicated at the time of purchase, all Fees exclude sales, use, value-add and similar taxes (collectively, "Sales and Use Taxes"), import tariffs, and shipping and handling fees, which shall be your responsibility. You shall indemnify, defend and hold Revere Data Vault harmless for any liability or expense Revere Data Vault may incur in connection with the failure to pay, or collection of, any Fees, Sales and Use Taxes, import tariffs or shipping and handling fees.

(b) Payment and Credit Cards. For Products and Services purchased directly from Revere Data Vault's website or portals, Revere Data Vault may utilize a third party to process credit card payments on Revere Data Vault's behalf ("Payment Provider"). Payment Provider's policies govern the processing of your payment, and you must refer to those policies and not this Agreement to determine your rights and liabilities. For a list of the Payment Providers Revere Data Vault currently uses, please write to support@reveredatavault.com. You agree to provide Revere Data Vault's Payment Provider with a valid credit card (Visa, MasterCard or any other branded credit card accepted by Revere Data Vault) (the "Card-on-File") as a condition to such transactions. By providing your Card-on-File, you authorize Revere Data Vault, through our Payment Provider, to immediately charge the Fees to the Card-On-File for the Initial Term and any Renewal Term (as defined herein).

(c) Subscription Renewals.

(i) Charges for Auto-Renewing Subscriptions. You acknowledge and agree that your Card-on-

File will be automatically charged recurring renewal Fees on the first day of the Renewal Term (as defined herein) unless you cancel your Subscription (as defined herein) or change your auto renewal preferences, either through the password-protected customer portal or by contacting Revere Data Vault's Customer Care Team at 1(877)222-5488 or support@reveredatavault.com. If you cancel a Subscription (as defined herein), you will continue to have access to the applicable Products and Services through the end of the then-current term, but you will not be entitled to a refund or credit for any Fees already due or paid. We reserve the right to change the Fees associated with any Products and Services upon thirty (30) days' advance notice. Your continued use of the Products and Services after notice of a change to our Fees will constitute your agreement to such changes.

(ii) Maintenance of Card-On-File. You agree to notify us of any changes required to keep your Card-on-File current and accurate. Your failure to maintain your Card-On-File may result in an interruption of your use of the Products and Services.

11. Term and Termination.

(a) Term. The term of your access to the Products and Services (a "Subscription") will continue for the period identified at the time of your purchase (the "Initial Term"). The Subscription will automatically renew for successive terms equal to the applicable Initial Term (each a "Renewal Term").

(b) Termination for Material Breach. Revere Data Vault may terminate this Agreement and your Subscription at its discretion, effective immediately, for non-payment or if you materially breach any provision of this Agreement and do not substantially cure the breach with thirty (30) days after receiving written notice.

(c) Termination Upon Bankruptcy or Insolvency. Revere Data Vault may, at its option, terminate this Agreement immediately upon written notice to you, in the event: (i) you become insolvent or unable to pay your debts when due; (ii) you file a petition in bankruptcy, reorganization or similar proceeding, or, if filed against you, such petition is not removed within ninety (90) days after such filing; or (iii) a receiver is appointed or there is an assignment for the benefit of your creditors.

(d) Suspension. Revere Data Vault may, at any time and in its sole discretion, suspend access to any Products and Services for one or all of your Authorized Users, including but not limited to, the following reasons: (i) a threat to the security or integrity of the Products and Services, (ii) you have materially breached this Agreement or (iii) any amount due under this Agreement is not received by Revere Data Vault within fifteen (15) days after it was due.

(e) Effects of Termination. Upon termination or expiration of this Agreement or any Subscription for any reason, (i) any amounts owed to Revere Data Vault before such termination or expiration will be immediately due and payable, (ii) all license and access rights granted will immediately cease to exist; (iii) access to Customer Content will immediately cease, (iv) all Customer Content will be irretrievably deleted, and; (v) if your subscription included hardware, you will return the hardware in accordance with the E2 Terms. Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement or a Subscription shall so survive.

12. Security.

We have implemented administrative, physical and technical safeguards designed to secure your Customer Account and Customer Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat our safeguards or use the Customer Account and Customer Content for improper purposes. You provide your Customer Account details and Customer Content to us at your own risk. You are solely responsible for safeguarding, and ensuring that your Authorized Users safeguard, the Access Credentials.

13. Proprietary Rights.

(a) Reservation of Rights. You acknowledge and agree that the software, code, hardware, trademarks, trade secrets, proprietary methods and systems used to provide the Products and Services (“our Technology”) and the content made available or displayed by us through the Products and Services, including all text, graphics, images and the look and feel of such Products and Services (collectively “our Content”) are owned by or licensed to Revere Data Vault, including all intellectual property rights therein. Nothing in this Agreement or any of the Documentation shall be considered an assignment or other transfer of ownership in and to our Technology or our Content to you, either expressly, or by implication, estoppel, or otherwise. Other than the authorizations or licenses as may be conferred or granted by us to you in this Agreement or any of the Documentation, Revere Data Vault reserves all right, title and interest in and to our Technology and our Content. No right or license is granted by Revere Data Vault to you or your Authorized Users to use any Revere Data Vault trademark, trade name, service mark, product name or other source designator.

(b) Continuous Development. Revere Data Vault may continually develop and provide ongoing innovation to the Products and Services in the form of new features, functionality, and efficiencies. In the event Revere Data Vault adds new features or functionality (collectively, “Functionality”) to a particular Product or Service, Revere Data Vault may offer the Functionality to you at no additional charge or, if Revere Data Vault generally charges customers for such functionality, Revere Data Vault may condition your use of the Functionality on the payment of additional Fees.

(c) Feedback. In the course of using the Products and Services, you or your Authorized Users may provide Revere Data Vault reports, comments, suggestions or ideas relating the Products and Services (“Feedback”). Revere Data Vault shall have no obligation to incorporate Feedback into any Product or Service, and you shall have no obligation to provide Feedback. Revere Data Vault shall have no obligation to treat such Feedback as your confidential or trade secret information. You, on behalf of yourself and your successors in interest, grant to Revere Data Vault a world-wide, non-exclusive, irrevocable, perpetual, royalty-free and fully paid-up right and license to use, profit from, disclose, publish, or otherwise exploit any Feedback. Without limiting the generality of the foregoing, you agree that its provision of Feedback does not give it any intellectual property or any other right, title, or interest in or to any aspects of the Products and Services, even if such Feedback leads Revere Data Vault to create new Products or Services. No representations, warranties, or indemnities as may be granted by either party to the other under this Agreement or the Documents shall apply to Feedback.

(d) Open Source Software. The Products and Services may contain redistributables, agents or other code resident on your devices that includes open source software. Some of the provisions of the licenses granted to Revere Data Vault may apply to your use of such open source software. A list of such open source software can be found [here](#) and/or in notices or acknowledgement files.

14. General Disclaimers.

THE USE OF “REVERE DATA VAULT” IN SECTIONS 12, 13 AND 14 MEANS REVERE DATA VAULT, ITS AFFILIATES, PARTNERS, PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES). THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, REVERE DATA VAULT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. REVERE DATA VAULT DOES NOT WARRANT (AND SPECIFICALLY DISCLAIMS) THAT THE PRODUCTS AND SERVICES ARE ACCURATE, RELIABLE OR CORRECT, THAT THE PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE PRODUCTS AND SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, BE UNINTERRUPTED, ERROR-FREE OR WITHOUT DEFECT, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE PRODUCTS AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE OR THAT THE PRODUCTS AND SERVICES GENERALLY WILL BE SECURE. REVERE DATA VAULT DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES: (i) WILL RUN PROPERLY ON ALL HARDWARE OR INFORMATION TECHNOLOGY ENVIRONMENTS; OR (ii) WILL MEET YOUR NEEDS OR REQUIREMENTS OR THOSE OF YOUR AUTHORIZED USERS; OR (iii) WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY YOU OR YOUR AUTHORIZED USERS.

15. Specific Disclaimers.

(a) YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION AND USE OF AND RESULTS OBTAINED FROM THE PRODUCTS AND SERVICES.

(b) YOUR ACCESS TO AND USE OF THE PRODUCTS AND SERVICES ARE AT YOUR SOLE DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR ENVIRONMENT, ANY HARDWARE PROVIDED AS PART OF THE PRODUCTS AND SERVICES, AND THE LOSS OR DAMAGE OF YOUR CUSTOMER CONTENT.

(c) DEPENDING ON THE PRODUCTS AND SERVICES YOU CHOOSE TO UTILIZE, YOUR CONTENT MAY NOT BE AVAILABLE OR RESTORABLE IF:

(i) THE PRODUCTS OR SERVICES HAVE NOT COMPLETED COPYING, SYNCING, TRANSFERRING, OR UPLOADING (COLLECTIVELY, "BACKUP") YOUR CUSTOMER CONTENT;

(ii) FOR FILES, FOLDERS, DATABASES, SERVERS, OR DRIVES THAT THE PRODUCTS AND SERVICES DO NOT AUTOMATICALLY BACK UP PURSUANT TO THE DOCUMENTATION, YOU DO NOT MANUALLY SELECT FOR BACKUP OR YOU DESELECT CERTAIN FILES, FOLDERS, DEVICES, DATABASES, SERVERS OR DRIVES FOR BACKUP;

(iii) YOU DELETE CERTAIN CUSTOMER CONTENT FROM YOUR DEVICE AND DO NOT RESTORE IT AFTER DELETION PURSUANT TO REVERE DATA VAULT'S OR YOUR OWN DATA RETENTION POLICIES, OR YOU DELETE A DEVICE, DATABASE, DRIVE, OR SERVER FROM CUSTOMER'S ACCOUNT;

(iv) YOU MOVE CUSTOMER CONTENT TO A LOCATION ON YOUR DEVICE THAT IS NOT AUTOMATICALLY SCANNED TO SELECT FILES FOR BACKUP, OR YOU UPGRADE YOUR OPERATING SYSTEM RESULTING IN CHANGES TO YOUR FILE MAPPING;

(v) CUSTOMER'S CONTENT IS CORRUPTED;

(vi) YOUR DEVICE IS UNABLE TO ACCESS THE INTERNET OR NETWORK SERVICE OR HAS EXPERIENCED INTERMITTENT OR SLOW INTERNET CONNECTION;

(vii) ANY HARDWARE PROVIDED TO YOU AS PART OF THE PRODUCTS AND SERVICES IS UNABLE TO CONNECT TO YOUR DEVICES AND YOU DO NOT TAKE STEPS NECESSARY TO CORRECT SUCH PROBLEM;

(viii) YOUR DEVICE OR HARDWARE IS UNABLE TO MAKE A CONNECTION WITH REVERE DATA VAULT'S SERVERS OR NETWORK;

(ix) YOU FAIL TO FOLLOW REVERE DATA VAULT'S TECHNICAL REQUIREMENTS AND THE DOCUMENTATION FOR UTILIZING THE PRODUCTS AND SERVICES, INCLUDING UPGRADING THE PRODUCTS AND SERVICES OR FAILING TO PERIODICALLY TEST YOUR BACKUPS AND RESTORES OR TO ENSURE THAT CERTAIN CUSTOMER CONTENT IS BACKED UP; OR

(x) YOU TERMINATE OR FAIL TO RENEW YOUR SUBSCRIPTION TO ANY PRODUCT OR SERVICE, OR YOUR ACCESS TO THE PRODUCTS AND SERVICES HAS OTHERWISE BEEN TERMINATED OR SUSPENDED.

(d) THE PRODUCTS AND SERVICES MAY ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT REVERE DATA VAULT DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (i) VIRUSES, WORMS, TROJAN HORSES AND OTHER UNDESIRABLE DATA OR COMPONENTS; OR (ii) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR CUSTOMER CONTENT, WEBSITES, DEVICES AND NETWORKS. YOU ACKNOWLEDGE AND AGREE REVERE DATA VAULT IS NOT RESPONSIBLE FOR SUCH ACTIVITIES.

(e) YOU ACKNOWLEDGE AND AGREE TO REVERE DATA VAULT'S USE OF CYBERSOURCE, A SUBSIDIARY OF VISA, AND LITLE & CO., A SUBSIDIARY OF VANTIV, TO PROCESS AND STORE YOUR CREDIT CARD INFORMATION. IN THE EVENT OF A SECURITY BREACH INVOLVING YOUR CREDIT CARD INFORMATION, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE RECOURSE IS AGAINST

THESE THIRD-PARTY VENDORS WHO PROCESS AND STORE YOUR CREDIT CARD INFORMATION, AND NOT REVERE DATA VAULT.

(f) YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF THE CUSTOMER ACCOUNT, CUSTOMER'S CONTENT, DEVICES AND ANY HARDWARE PROVIDED AS PART OF THE PRODUCTS AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT REVERE DATA VAULT SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE CUSTOMER ACCOUNT INFORMATION OR OTHER INFORMATION, INCLUDING, BUT NOT LIMITED TO, YOUR FAILURE TO RECEIVE CRITICAL COMMUNICATION ABOUT THE PRODUCTS AND SERVICES.

(g) YOU ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY REVERE DATA VAULT OR ANY REVERE DATA VAULT EMPLOYEE, PARTNER OR AGENT WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF REVERE DATA VAULT'S OBLIGATIONS HEREUNDER.

16. Disclaimers of and Limitations on Certain Remedies.

(a) No Consequential and Similar Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL REVERE DATA VAULT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA, LOSS OF CUSTOMER CONTENT, LOSS OF USE, LOST REVENUE, BUSINESS INTERRUPTION OR PROPERTY OR ENVIRONMENT DAMAGE ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCTS AND SERVICES, EVEN IF REVERE DATA VAULT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE).

(b) No Procurement of Substitute Services or Customer Content. IN NO EVENT WILL REVERE DATA VAULT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST TO PROCURE SUBSTITUTE PRODUCTS OR SERVICES, CUSTOMER CONTENT, LOST OR DAMAGED CUSTOMER CONTENT OR THE COST OF RETRIEVING LOST CUSTOMER CONTENT. UNDER NO CIRCUMSTANCES WILL REVERE DATA VAULT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PRODUCTS AND SERVICES, YOUR CUSTOMER ACCOUNT OR THE CUSTOMER CONTENT.

(c) Limitation on Aggregated Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF REVERE DATA VAULT FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER ARISING IN CONTRACT, BREACH OF WARRANTY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)) WILL BE LIMITED TO THE LESSER OF: (i) THE FEES PAID BY YOU TO REVERE DATA VAULT IN THE THREE (3) CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DAMAGES ARISING; OR (ii) FIVE HUNDRED

DOLLARS (\$500.00). IF THE PRODUCTS AND SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN REVERE DATA VAULT WILL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING LIMITATIONS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES.

(d) YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION ARE AN ESSENTIAL PART OF THE AGREEMENT AND AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE PRODUCTS AND SERVICES AND REVERE DATA VAULT'S WILLINGNESS TO PROVIDE YOU THE PRODUCTS AND SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, THEREFORE SOME OF THE FOREGOING TERMS MAY NOT APPLY TO YOU.

(e) THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED IN THIS AGREEMENT.

17. Indemnity.

You will indemnify, defend, and hold Revere Data Vault (and its processors, respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties or obligations set forth in this Agreement; (b) your wrongful or improper use of the Products and Services; (c) your violation of any third party's rights, including without limitation, any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any other party's access and/or use of the Products or Services using your Access Credentials or the Access Credentials of any of your Authorized Users and (f) use of your Customer Content. Revere Data Vault reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Revere Data Vault and you agree to cooperate with Revere Data Vault's defense of these claims. You agree not to settle any matter without Revere Data Vault's prior written consent. Revere Data Vault will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

18. Export Controls and Trade Sanctions Compliance.

Your use of the Products and Services is subject to compliance with United States and other applicable export control and trade sanctions laws, rules and regulations, including without limitation, the U.S. Export Administration Regulations, administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and U.S. trade sanctions, administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively,

“Export Control Laws”). You will not export, re-export, download or otherwise transmit the Products and Services, or technical data relating thereto, in violation of any applicable Export Control Laws. In particular, You acknowledge that the Products and Services, or any part thereof, may not be exported, transmitted, or re-exported to, or otherwise used in: (a) any country subject to a U.S. embargo or comprehensive trade sanctions or that has been designated a state sponsor of terrorism by the U.S. Government (“Sanctioned Countries”); or (b) anyone identified on any U.S. Government restricted party lists (including without limitation, the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List, administered by OFAC, and the Entity List, Denied Persons List, and Unverified List administered by BIS) (collectively, “Restricted Party Lists”). By purchasing a Product or Service, you represent and warrant that it is not located in any Sanctioned Country or on any Restricted Party List. You acknowledge that the Products and Services may not be available in all jurisdictions and that you are solely responsible for complying with applicable Export Control Laws related to the manner in which you choose to use the Products and Services, including your transfer and processing of your Customer Content and the region in which any of the foregoing occur.

19. Dispute Resolution.

Please read the following arbitration agreement in this Section 19 carefully (“Arbitration Agreement”). It requires you to arbitrate disputes with Revere Data Vault and limits the manner in which you can seek relief from us. If you are a user of our Products and Services and you are a resident outside of the United States, country specific provisions can be found here: [Country Specific Terms](#).

(a) Applicability of Arbitration Agreement, Rules and Forum. You agree that any dispute or claim relating in any way to this Agreement, including but not limited to, arbitrability of the matter or the formation, interpretation, scope, applicability, termination or breach of this Agreement, your access or use of the Products and Services, or to any aspect of your relationship with Revere Data Vault, will be resolved by binding arbitration, rather than in court. This Arbitration Agreement will apply to all claims that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement. Such disputes and claims shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is deemed “international” within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator, and shall be conducted in Boston, Massachusetts. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgement upon the arbitral award may be entered by any court having jurisdiction.

(b) Waiver of Jury Trial. YOU AND REVERE DATA VAULT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Revere Data Vault are instead electing that all claims and disputes will be resolved by final, binding arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration and court review of an arbitration award is subject to very limited review.

(c) Waiver of Class or Consolidated Actions. IF YOU AGREE TO THIS AGREEMENT AND/OR USE THE PRODUCTS AND SERVICES, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST REVERE DATA VAULT ALLEGING CLASS, COLLECTIVE AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST REVERE DATA VAULT IN AN INDIVIDUAL ARBITRATION PROCEEDING. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT PRIOR TO USING THE PRODUCTS AND SERVICES, INCLUDING THIS ARBITRATION AGREEMENT. If a court decides that applicable law precludes enforcement of any of this Section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and Revere Data Vault's rights to appeal the court's decision. All other claims will be arbitrated.

(d) Severability. Except as otherwise provided under the terms and conditions of this Arbitration Agreement, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

(e) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Revere Data Vault.

(f) Modification. Notwithstanding any provision in this Agreement to the contrary, it is agreed that if Revere Data Vault makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) already in progress or that you have already provided written notice to Revere Data Vault.

20. Governing Law.

These General Terms and any dispute arising hereunder will be governed by the laws of the Commonwealth of Massachusetts and/or applicable federal law (including the Federal Arbitration Act) without regard to its choice of law or conflicts of law principles. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Revere Data Vault agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Boston, Massachusetts.

21. Electronic Communications.

By using the Products and Services, you acknowledge that we communicate with you electronically to the email address provided in your Customer Account. It is your responsibility to keep your email address current for notice purposes. For contractual purposes, you (a) consent to receive communications from Revere Data Vault in an electronic form and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Revere Data Vault provides to you electronically satisfies any legal requirement that such communications would satisfy if it were to be in writing. You agree that all disclosures, notices

and communications are considered received by you within twenty-four (24) hours of the time posted to Revere Data Vault's website, or within twenty-four (24) hours of the time emailed to you.

22. Contacting Revere Data Vault.

To contact Revere Data Vault regarding this Agreement (i) email contracts@reveredatavault.com or (ii) write to One Seagate, Suite 600, Toledo, OH 43604, Attn: Contracts.

23. Changes in this Agreement.

We may amend the General Terms, any Product and Service Specific Terms, or our Documentation, at any time in our sole discretion, by posting the revised version on our website and/or communicating it to you (each a "Revised Version"). The Revised Version will be effective thirty (30) days from the time it is posted. Your continued use of the Products and Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

24. Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void. We may assign this Agreement to any person or entity that is an affiliate, or acquires by sale, merger or otherwise, all or substantially all or a portion of our assets, stock or business. If another entity merges with or acquires Revere Data Vault, or all, substantially all or a portion of Revere Data Vault's assets, stock or business you agree your encrypted stored data and information that Revere Data Vault has collected from you, including personally identifiable information, may, and you consent to, the secure transfer of such information to such successor or assignee.

25. Force Majeure.

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

26. Government Use.

The Products and Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

27. Other Provisions.

These General Terms, the Product and Service Specific Terms, and the Documentation, are a complete statement of the agreement between you and Revere Data Vault regarding the Products and Services and the matters covered in this Agreement. You acknowledge and agree there are no third-party beneficiaries to this Agreement. If any provision of the Agreement is invalid or unenforceable under applicable law, then it will be changed, interpreted or severed, as appropriate to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these General Terms will be deemed a further or continuing waiver of such term or any other term.

Terms of Use

The Revere Data Vault website, and any other website owned, operated, licensed or controlled by Revere Data Vault (collectively, the Website") are copyrighted works belonging to and operated by Revere Data Vault, Inc., its affiliates, licensors, and subsidiaries (collectively, "Revere Data Vault"). By accessing the Website, you indicate your acknowledgment and acceptance of these terms of use ("the Terms of Use"). These Terms of Use and the Website are subject to change by Revere Data Vault at any time in its sole discretion, and your continued use of the Website following modification constitutes your agreement to be bound by these Terms of Use. If you do not wish to be bound by these Terms of Use, you may not access or use the Website.

Copyright and Trademark

Revere Data Vault, the Revere Data Vault logo, and all trademarks and service marks listed on the Website, are trademarks and service marks of Revere Data Vault (collectively, the "Marks"). You are not granted any right to use Revere Data Vault's Marks (including, without limitation, the layout of the Website), and all such items remain the exclusive property of Revere Data Vault. All material on the Website, including but not limited to, text, graphics, logos, images and audio clips (the "Content") is the sole property of Revere Data Vault and is protected by United States and international copyright laws. Subject to these Terms of Use, Revere Data Vault grants you a non-exclusive, non-transferable, non-sublicensable, limited and revocable license to access and view the Content on the Website. The Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of Revere Data Vault, except that you may download, print, distribute and use pages from the Website for your own informational, non-commercial purposes, provided that any copies of documents or pages from the Website must not alter the original Content and must include the Revere Data Vault copyright notice: © 2015 Revere Data Vault, Inc. All rights reserved. Modification or use of the Content except as expressly provided herein is a violation of Revere Data Vault's intellectual property rights.

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Revere Data Vault may provide access to resources and links to other websites. When you access a non-Revere Data Vault website, even one that may contain the Revere Data Vault logo, you leave the Revere Data Vault Website and understand that it is independent from Revere Data Vault, and that Revere Data Vault has not reviewed nor is it responsible for the content of any linked websites. Revere Data Vault makes no representations whatsoever about such resources or other websites. The inclusion of any link to a website does not imply endorsement by Revere Data Vault of the website or their entities, products, or services. All warranties, conditions or other terms express or implied as to any such linked website, including without limitation as to accuracy, ownership, validity or legality of any content of a linked website, are hereby excluded. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

Privacy

For an explanation of what information Revere Data Vault collects and how much information may be used and/or shared with others, please refer to our [Privacy Policy](#).

Disclaimer of Warranties and Limitation of Liability

The Website is provided by Revere Data Vault on an "as is" and "as available" basis. Revere Data Vault may make changes or improvements to the Content and functionality of the Website at any time, without prior notice to you. Revere Data Vault does not warrant that the Website or Content will be available at any particular time or location or that the Website is free of viruses or other harmful components. Revere Data Vault makes no representations about the technical accuracy or functionality of the Website or that the Content is accurate, error-free or up-to-date. Revere Data Vault makes no representations or warranties of any kind, express or implied, including, but not limited to, fitness for a particular purpose, title, or non-infringement of third party rights or intellectual property

Revere Data Vault makes no warranties that your use of the Content will not infringe on the rights of others and assumes no liability or responsibility for errors or omissions in such Content. You expressly agree that your use of this Website is at your sole risk. You, and not Revere Data Vault, assume the entire cost of all necessary servicing, repair or correction in the event of any loss or damage arising out of your use of this Website or the Content. Additional terms and conditions applicable to Revere Data Vault's services are available upon purchase of such services, or upon request.

In no event shall Revere Data Vault be liable for any direct, indirect, incidental, special, punitive or consequential damages of any kind, including, without limitation, those resulting from loss of use, data, or profits, whether or not Revere Data Vault has been advised of the possibility of damages, on any theory of liability, arising out of or in connection with access to, use or performance of the Website, failure of the Website to operate, or any Content or other information provided in connection with the Website. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Your acceptance of this limitation of liability is an essential term of this agreement and you acknowledge that Revere Data Vault would not grant access to the Website without your agreement to this term. Some

jurisdictions do not allow the limitation or exclusion of liability for consequential or incidental damages so the above limitation or exclusion may not apply to you.

International Use

Revere Data Vault makes no representation that the Content on the Website is appropriate or available for use in locations outside the United States. Access to the Website from countries or territories where such access is illegal is prohibited. Those who choose to access this Website outside the United States do so on their own initiative and are responsible for compliance with local laws.

Governing Law

These Terms of Use shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts without reference to conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with, these Terms of Use, shall be in the state or federal courts, as applicable, located in the City of Boston or Suffolk County, Massachusetts. Any dispute, controversy, or claim arising out of or relating to these Terms, including, but not limited to, the arbitrability of the matter or the formation, interpretation, scope, applicability, termination, or breach thereof, shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is deemed "international" within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator, and shall be conducted in Boston, Massachusetts. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgment upon the arbitral award may be entered by any court having jurisdiction. This section shall apply to and require arbitration of all disputes, controversies, and claims, regardless of whether such disputes, controversies, or claims concern a single individual, entity, or other person, multiple individuals, entities, or other people, or classes of individuals, entities, or other people.

Customer Service

Questions or comments regarding the Website may be submitted to [customersupport@Revere Data Vault.com](mailto:customersupport@RevereDataVault.com).

Hybrid Services

These E2 Specific Terms (the "E2 Terms") apply to Revere Data Vault's E2 product that combines cloud and on-site data protection ("E2"). By purchasing or using E2 solution, you agree to be bound by the General Terms and these E2 Terms. Capitalized terms not defined in these E2 Terms will have the meaning given to them in the General Terms.

1. Additional Defined Terms.

“E2 Appliance Software” means Revere Data Vault software that is pre-loaded onto E2 Hardware.

“E2 Client Software” means Revere Data Vault proprietary software agents, clients and plug-ins that are installed on your specific devices in order to copy Customer Content from such devices.

“E2 Cloud Services” means Revere Data Vault’s cloud back-up services.

“E2 Hardware” means the leased hardware components of the on-site appliance.

“E2 Software Components” means the E2 Client Software and the E2 Appliance Software.

“E2 Solution” is comprised of three components: (a) E2 Cloud Services, (b) E2 Software Components and (c) E2 Hardware.

“License Location” means the location where you are authorized by Revere Data Vault to use E2.

“License Period” means the term set forth at the time of purchase.

2. License Grants. Except for the limited rights granted herein, Revere Data Vault and its licensors retain all right, title and interest in and to the E2 Software Components and the E2 Hardware and all intellectual property rights therein.

a. E2 Cloud Services. Subject to the terms and conditions of this Agreement, for the term of the License Period, you and your Authorized Users may access and use the E2 Cloud Services solely (i) for your personal use, with no right to make such E2 Cloud Services available to third parties by providing a hosted service; (ii) in accordance with the applicable Documentation; and (iii) in accordance with Restrictions and Requirements applicable to the E2 Cloud Services. Your authorization to use the E2 Cloud Services is non-exclusive, non-transferable, non-sublicensable, terminable and limited to the Restrictions and Requirements as set forth in the Documentation.

b. E2 Software Components. Subject to the terms and conditions of this Agreement, for the term of the License Period, Revere Data Vault grants to you a non-exclusive, non-transferable, revocable, fee-bearing, limited license (without the right to sublicense) to install, execute and use the E2 Software Components solely: (i) in object code format, (ii) in accordance with the applicable Documentation, (iii) subject to all other Requirements and Restrictions, and (iv) for your personal use in the Licensed Location, with no right to make such software available to third parties either by transferring copies thereof or by providing a hosted service. The E2 Appliance Software must only be used and executed solely on the E2 Hardware, as installed thereon.

c. E2 Hardware. E2 Hardware is leased to you as part of the E2 Solution. E2 Hardware is not sold to you and no transfer of title in the E2 Hardware is effectuated in connection with the E2 Solution. You acknowledge and agree that the E2 Hardware shall not be deemed to be a fixture of any part of your premises. Subject to the terms of this Agreement, for the term of the License

Period, Revere Data Vault grants to you a non-exclusive, non-transferable, revocable, fee-bearing, limited lease (without the right to sublease) to use the E2 Hardware solely: (a) as part of the E2 Solution; (b) to execute the E2 Appliance Software, (c) subject to all other Requirements and Restrictions, and (d) for your personal use in the Licensed Location, with no right to transfer the E2 Hardware to any other location or third party, or otherwise grant access to third parties to use the E2 Hardware for any purpose, including but not limited to use of the E2 Hardware to provide a hosted service to third parties. No other use of the E2 Hardware is permitted. The E2 Hardware may not be used separate and apart from the E2 Appliance Software. You may not sell, lease, abandon, or give away the E2 Hardware or permit any unauthorized third party to access or use the E2 Hardware.

3. Customer Responsibility for Maintenance of Appliance. You agree that you will: (A) store and operate the E2 Hardware in a manner and under the environmental conditions specified in the Documentation so that the E2 Hardware remains in good operating condition and (B) not allow anyone other than Revere Data Vault or a Revere Data Vault authorized agent to service the E2 Software Components or E2 Hardware. In the event the E2 Hardware requires repair or replacement, Revere Data Vault will, in its sole discretion, repair or replace the E2 Hardware at Revere Data Vault's expense, provided, however, that if the E2 Hardware is in need of repair or replacement as a result of your actions, omissions, or violation of these E2 Terms, you authorize Revere Data Vault to charge your Card-On-File a non-refundable fee equal to the costs incurred by Revere Data Vault to repair the E2 Hardware and all shipping and handling fees associated with the repair.

4. Restrictions. The E2 Hardware is not licensed for use in life support systems, human implantation, nuclear facilities or any other application where E2 Hardware failure could lead to loss of life or property damage. If you use the E2 Hardware for use in such applications, you acknowledge that (i) any such use or non-compliance is at your sole risk, (ii) Revere Data Vault and its licensors and suppliers are not liable, in whole or in part, for any claim or damage arising from such use, and (iii) you shall indemnify, defend and hold Revere Data Vault, its licensors and suppliers harmless from any claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use, including if applicable (x) Revere Data Vault's compliance with your designs, specifications, or instructions, (y) modification of any E2 Hardware by anyone other than Revere Data Vault, or (z) use of the E2 Hardware in combination with other products or in violation of this section.

5. Return of E2 Hardware. You agree to promptly return the E2 Hardware in an undamaged condition within ten (10) calendar days of non-renewal, cancellation, or expiration of the E2 Solution or issuance of replacement E2 Hardware to you (the "Return Period"). You are solely responsible for deleting any Customer Content stored on any E2 Hardware prior to returning the E2 Hardware to Revere Data Vault. You acknowledge and agree that Revere Data Vault will not be responsible for any use or disclosure of any stored Customer Content that remains on any returned E2 Hardware. You will be responsible for the (i) cost of shipping and handling in connection with the return of the E2 Hardware to Revere Data Vault and (ii) risk of loss associated with the E2 Hardware until it arrives at Revere Data Vault's warehouse. Revere Data Vault reserves the right to charge your Card-On-File for the replacement cost of the E2 Hardware if Revere Data Vault does not receive the E2 Hardware by the end of the Return Period.

Courier Recovery

These Courier Recovery Specific Terms (the “Courier Recovery Terms”) apply to Revere Data Vault’s Courier Recovery services (“Courier Recovery”). By purchasing or using Courier Recovery, you agree to be bound by the General Terms and these Courier Recovery Terms. Capitalized terms not defined in these Courier Recovery Terms have the meaning given to them in the General Terms.

1. Courier Recovery.

You agree to permit Revere Data Vault to restore your Customer Content stored with Revere Data Vault Safe accounts, onto an external storage device (the “Transfer Device”) that will then be shipped to the physical address that is associated with your Customer Account. You grant us a worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable right to use, reproduce, restore and store the Customer Content for the purpose of performing and improving Courier Recovery, including any related technical support services, and as otherwise provided in our [Privacy Policy](#). For the purpose of Revere Data Vault’s performance of the Courier Recovery, you permit Revere Data Vault to access such Customer Content and to view any and all files contained therein. Once we have verified your purchase of the Courier Recovery, we will ship the Transfer Device as restored by Revere Data Vault, in an encrypted format. You acknowledge and agree that Revere Data Vault may be required by law to report, and if so required will report, any illegal Customer Content.

2. Restrictions.

Courier Recovery is limited to delivery to physical addresses in the fifty United States and the District of Columbia. We reserve the right to not ship the Transfer Device to a post office box, as signature may be required upon delivery. If you elect to manage your private encryption key, you will be unable to use Courier Recovery.

3. Return of Transfer Device and USB cord.

After receiving the Transfer Device, you must copy your files to your computer and return the drive and the USB cord within 30 days of receipt in order to avoid Revere Data Vault’s then-current fees for such drive and USB cord. If you fail to return the drive and/or USB cord, you authorize Revere Data Vault to charge the then-current fees for the Transfer Device and/or USB cord.

4. Third Party Courier Recovery.

Revere Data Vault does not warrant, and specifically disclaims responsibility for, any third-party carrier services that do not meet the delivery requirements, including lost shipments and shipments to incorrect addresses.

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Last Updated: June 2018

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