

# Terms of Use

## General Terms:

These terms of service ("Terms") govern your access and use of all Planet Solutions Online Backup services, so please read them carefully before using the services.

### **By using the services you agree to be bound by these Terms in their entirety.**

If you are using the Services on behalf of an organization then you are agreeing to these terms for that organization and are warranting that you have the authority to bind that organization to these terms. In that case "you" and "your" will refer to that organization.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with Planet Solutions and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

## Your Files and Privacy:

By using our Services you provide us with information, files, and folders that you submit to Planet Solutions (together named 'your files'). You retain full ownership to your files. We don't claim any ownership of them. These Terms do not grant us any rights to your files or intellectual property except for the limited rights that are needed to run the Services, as explained below.

We may need your permission to do things you ask us to do with your files, for example, hosting your files, or sharing them at your discretion. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. You give us the permissions we need to do those things solely to provide the Services. This permission also extends to trusted third parties of whom we work with to provide the Services.

To be clear, aside from the rare exceptions we identify in our Privacy Policy, no matter how the Services change, we won't share your content with others, including law enforcement, for any purpose unless you direct us to. How we collect and use your information generally is also explained in our Privacy Policy.

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

We may choose to review public content for compliance with our community guidelines, but you acknowledge that Planet Solutions has no obligation to monitor any information contained by the use of our Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using our Services.

## Sharing:

The Services provide features that allow you to share your files with others or to make it public. There are many things that users may do with your files (for example, copy it, modify it or re-share it). Please consider carefully what you choose to share or make public. Planet Solutions has no responsibility for such activity.

## Modifications:

We may revise these Terms from time to time and the most current version will always be posted on our website. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please cease the use of our Services.

**Software and Updates:**

Some of our Services require you to download a client software package ("Software"). Planet Solutions hereby grants you a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your license to use the Software will be automatically revoked if you violate these Terms in a manner that implicates and or breaches our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else in doing so. Our Services may update the Software on your device automatically when a new version is available. Your acceptance of such updates is required under the Terms.

**Account Security:**

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Planet Solutions of any unauthorized use of your account.

**Your General Responsibilities:**

Files and other content in the Services may be protected by intellectual property rights of others. Please do not: copy, upload, download, or share files unless you have the right to do so. You, not Planet Solutions, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload Spyware or any other malicious software to the Service.

You, and not Planet Solutions, are responsible for maintaining and protecting all of your files. Planet Solutions will not be liable for any loss or corruption of your files, or for any costs or expenses associated with backing up or restoring any of your files.

If your contact information or other information related to your account changes, you must notify us promptly and keep your information current.

**Limitation of Liability:**

THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Planet Solutions will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software. Some jurisdictions in the United States do not allow the types of disclaimers in this paragraph, so they may not apply to you.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PLANET SOLUTIONS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT PLANET SOLUTIONS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF £20 OR THE AMOUNTS PAID BY YOU TO PLANET SOLUTIONS FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION. Some jurisdictions in the United States do not allow the types of disclaimers in this paragraph, so they may not apply to you.

**Termination:**

You can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause or notice. For example, we may suspend or terminate your use if you are not complying with the Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating

these Terms, a court order, or danger to other users) where we may suspend immediately. If we terminate your service for breach of these terms no refund of any fees paid to Planet Solutions relating to your service will be offered. If we terminate your service for any other reason than breach of these terms, or at our sole discretion, then we may refund unused portion of fees paid for the Services on a pro-rata basis.

**Jurisdiction:**

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY UNITED KINGDOM LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE COURTS OF LONDON, UK AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire, exclusive agreement between you and Planet Solutions with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Planet Solutions' failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Planet Solutions may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Planet Solutions and you are not legal partners or agents; instead, our relationship is that of independent contractors.

**Free Trial Period:**

Where services are offered on a free trial basis, payment will be taken for the first month, quarter or year when you enter your billing details during the free trial period.

The renewal date for the contract shall be deemed to be one month, quarterly or yearly following the end of the free trial period.

If you wish to cancel your contract during the free trial period, you may do so by informing us, in writing, both before the end of the free trial period and before you have made payment.

If you do not cancel your service prior to the end of the free trial period, the fees for the first month, quarter or year of your service will become due.

**Money Back Guarantee:**

Some services are advertised as including a money back guarantee. To receive a refund under the guarantee you must inform us in writing before the end of the advertised money back guarantee period.

If you do not claim a refund of fees during this period then no refund will be due.

Money back guarantee is not available in combination with a free trial. If you pay for our services during or at the end of a free trial period then no money back guarantee will be available.

**Fees:**

All charges payable by you for the Planet Solutions Online Backup Services shall be in accordance with the scale of charges and rates published in our proposals; errors and omissions exempted, and shall be due and payable in advance of provision of the Planet Solutions Online Backup Services.

We reserve the right to alter pricing, including ceasing to offer elements of the Planet Solutions Online Backup Services. Planet Solutions will inform you by email if the charge for a service is to be altered. You can then decide if you want to continue to use such services. Your continued use of the Service after the proposed fee modification has been notified will be considered acceptance of the proposed fee modification.

All fees for our services are due in advance and your contract will automatically renew on its anniversary month, quarter or year, at which point fees for the following month, quarter or year become payable. If you choose to pay by credit or debit card then you authorise Planet Solutions to debit your account renewal

fees from your card. If you wish to cancel your contract with Planet Solutions, you must do so in writing before the renewal of your contract.

All fees paid to us are non-refundable except in circumstances set out in these Terms.

You agree not to issue a chargeback via your bank in relation to any fees charged by us. If you do so, you accept that you will be liable for our costs in dealing with the chargeback and recovering any fees properly due to us under the Terms.

**Intellectual Property:**

Please be aware that we may use any feedback, comments, or suggestions that you send without any obligation to you.

The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. These Terms do not grant you any rights to use the Planet Solutions trademarks, logos, domain names, or other brand features.

**Additional Terms applicable to use of Planet Solutions Backup Services:**

Some services, including the Planet Solutions Backup Services and Planet Solutions Pro Suite package are sold on a per-computer basis and include unlimited data backup for that computer. You are only permitted to backup data stored on a) internal hard drives of that computer, b) externally connected drives, such as USB drives, connected to that computer or c) NAS storage devices attached to that computer. Backing up of NAS storage devices may incur an extra charge on some packages.

There is a limit of 5TB for any single external drive including NAS devices and USB drives.

We do not actively enforce, but we reserve the right to remove data backups that have not connected to our backup software within 30 days - Backup is a mirrored copy of the files/folders you select. With the exception of our business service, services that include Planet Solutions Backup Services are not to be used for archiving.

If you wish to store data, we advise you to use the Planet Solutions Briefcase rather than the Planet Solutions Backup Services package.

You must at all times hold an original copy of the data in the original location on the system it was backed up from. If you delete files from your computer that have been backed up we will remove the corresponding backup from our servers. You must at all times run the Planet Solutions software on any computer that is being backed up and you must ensure this computer connects to the Internet at least once every 30 days.

If you wish to restore data backed up onto our servers we may require up to 72 hours notice. Whilst ordinarily we would expect your data to be available for restore immediately, we reserve the right to archive data in facilities where it may not be available for immediate access.

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