

Terms and Conditions

End User Licence Agreement

ENEM B.V. Licence and Service Agreement

This agreement (the "Agreement") is a legal agreement between you, either an individual or single legal entity ("You" or "you"), and ENEM B.V., a Dutch company with its registered address at Maanderpoort 41, Ede, The Netherlands ("ENEM"). This Agreement governs your use of the NAS Backup Service or Synology Backup Service ("Service").

Privacy and Communications

By entering into this Agreement, you agree to ENEM's collection, use and disclosure of your Personal Data in accordance with the ENEM Privacy Policy, which is incorporated into this Agreement by reference.

Accounts, Passwords, and Security

You must be a registered user to access the Service. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name. If you lose your password or the encryption key for your account, you may not be able to access your data. You must notify ENEM immediately of any unauthorised use of your account or any other breach of security regarding the Service or the Website that come to your attention. If ENEM concludes that there has been or is likely to be a breach of username or password security ENEM may (at its sole discretion):

- (a) suspend your username(s) and passwords; and
- (b) require you to change any or all of the username(s) and/or password(s) you use in connection with the Service.

Ordering Process

When you use the ENEM website (located at <http://www.synologybackup.com>) (the "Website") to request provision of the Service, this is an offer by you to pay ENEM to provide the Service to you. Your offer is subject to ENEM's acceptance. ENEM's acceptance of your offer and the contract between us for the provision of, and payment for, the Service will be formed only when the applicable initial payment for the Service has been successfully processed. You agree that as soon as your payment has been successfully processed we will commence making the Service available to you.

Payment

The fees payable for the Service are as set out on the Website at:

<http://www.synologybackup.com/pricing/> at the time ENEM enters into this Agreement, and may be modified in accordance with its terms. While ENEM tries hard to ensure that all prices displayed on the Website are correct and up to date at the time you request the Service, it is possible that an occasional mistake may be made. ENEM may refuse any order or cancel a contract between us in respect of the Service and/or your access to any data, information, material, software or any other item or service which has been obviously incorrectly priced or where some other clear error has been made. All prices are inclusive of all sales and other taxes unless otherwise stated.

You must make the appropriate payment by credit or debit card or other payment mechanism approved by ENEM and made available through the Website and provide ENEM and/or our payment service providers with the necessary information for your payment to be processed. You confirm that the payment card or account used by you is yours or that you are authorized

to use such card or account and there are sufficient funds or credit facilities to cover the payment.

You will be given the opportunity to correct any input errors in your payment details prior to completing your purchase request.

You may not be able to access or use the Service and/or the Software or other items or services, and orders for items or services made available through the Website may not be processed, until ENEM has completed any validation checks described below and ENEM has received payment in full.

Validation Checks

All credit/debit card and other payment service transactions may be subject to validation checks and authorisation by the relevant card and service providers. If your card issuer/payment service provider refuses to authorise payment to ENEM, we will not be liable for any delay or non-acceptance of orders made by you through the Website.

We reserve the right to require proof of identification and age before processing any order made through the Website.

Acceptable Use and Conduct

You are solely responsible for your conduct, your use of the Service and the consequences any failure by you to comply with the terms and conditions of this Agreement.

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

Without prejudice to the generality of the above, you may not:

- (a) use the Service to upload, store or transmit files that:
 - (i) infringe the intellectual property or other rights of third parties (for example, illegal copies of music tracks, TV programming and / or movies);
 - (ii) contain any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise objectionable material of any kind;
 - (iii) contain viruses, "Trojan Horses", worms, cancelbots, corrupted files or other such similarly destructive features;
- (b) otherwise in any way damage, disable or impair the operation of the Software or the Service, or attempt to do any of the same
- (c) gain or attempt to gain unauthorised access to the Service, or to networks connected to it, or to content stored or delivered through it, by any means, including but not limited to hacking, spoofing or seeking to circumvent or defeat any firewalls or other technological or other protections or security measures;
- (d) make commercial use of the Software or Service, including but not limited to selling or distributing the Software and/or Service to any third party.

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

Consent to Collect Personal Data, Non-Personally Identifiable Statistical Information and Performance Metrics; Use and Deletion of Data

When you use the Software and/or Service we may request and/or you may provide certain personal data.

The Service may also collect certain technical and statistical non-personally identifiable information that resides on your computer, including, without limitation, statistics relating to how often backups are started and completed.

The personal data and other information sent to/collected by ENEM will be used by ENEM in accordance with the [ENEM Privacy Policy](#).

When your account is terminated for any reason or you delete a particular device or machine associated with your account, you agree that we may delete any data that you have stored, which is associated with the relevant account and/or machine.

Changes to The Service and Terms and Conditions

ENEM reserves the right at any time to modify, suspend, or discontinue providing the Service or any part thereof in its sole discretion with or without notice.

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

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

Please review the most current version of this Agreement from time to time, located at <http://synologybackup.com/> (or such successor URL as ENEM may provide), so that you will be apprised of any changes.

Intellectual Property

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

If you have comments on the Software or Service or ideas on how to improve them, please email: info@enem.nl Please note that by doing so, you also grant ENEM a perpetual, royalty free, irrevocable, transferable licence, with right of sublicense, to use and incorporate your ideas or comments into the Software or Service (or third party software, content, or services and to otherwise exploit your ideas and comments, in each case without compensation.

Term And Termination

This Agreement becomes effective when ENEM has successfully processed your payment. In such circumstances, and because we will make the Service available to you from this time, the right to cancel under the distance selling regulations as per the EC (Protection of Consumer Rights in respect of contracts made by means of distance communication) Regulations 2001 (Statutory Instrument 207 of 2001) are not applicable. However, you may terminate this Agreement at any time by destroying the Software and closing your account by following the instructions on the www.synologybackup.com website.

This Agreement remains in effect until your account is terminated.

If you are a free user of the Service, ENEM may terminate your account after e-mail notification if you have not accessed or used the Service for more than 35 consecutive days.

If you are a paying user of the Service, ENEM may terminate your account after e-mail notification if you have failed to make payment in full for 2 consecutive months.

ENEM reserves the right to terminate this Agreement if you fail to comply with its terms and conditions and/or to refuse or discontinue participation of any user at any time at its sole discretion.

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

Warranties, Indemnity, and Disclaimers

Nothing in these terms and conditions excludes, restricts or affects your statutory rights. The Service will be provided to you with reasonable skill and care. In this context, you specifically acknowledge and accept that the Service, as with other internet applications, is not capable of being 100% secure and ENEM does not guarantee the prevention or detection of any unauthorised attempts to access your data through the Service, the Website and/or our other systems and services.

ENEM also cannot be held responsible for any loss or corruption of data or any unauthorised access of such data that takes place over third party systems and services used by you to transmit the data to or retrieve the data from ENEM. It is also entirely your responsibility to protect your computer from computer viruses by installing and updating adequate anti-virus software.

Without prejudice to any other provision of this agreement, if a failure with the Website, the Software, the Service, and other content, information, material, software or other items or services made available or provided by ENEM through the website or the service ("Other Materials") materially or permanently prevents you from accessing or retrieving any data that you have stored through the Service, then ENEM shall, at our option either (a) resolve the issue or (b) refund to you that proportion of the price you paid for the Service which is reasonably attributable to the data in question, taking into account its size relative to the total volume of data stored by you during the term of this agreement. To the maximum extent permitted under applicable law, such resolution or refund is ENEM's entire liability and your exclusive remedy relating to any such failure.

TO THE FULLEST EXTENT PERMITTED BY LAW, ENEM AND ANY THIRD PARTY SOFTWARE AND SERVICE SUPPLIERS, EXCLUDE ALL OTHER EXPRESS OR IMPLIED TERMS AND CONDITIONS, CONDITIONS, WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO THE WEBSITE, THE SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS INCLUDING WITHOUT LIMITATION THOSE AS TO SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES OR OTHER TERMS REGARDING THE AVAILABILITY, SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES.

ENEM SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE ILLEGAL, INCORRECT OR INAPPROPRIATE USE OF THE WEBSITE, THE SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS BY YOU OR ANYONE ELSE USING YOUR ACCOUNT.

ENEM MAY REQUIRE YOU TO REIMBURSE US FOR ANY REASONABLE AND FORESEEABLE LOSSES, COSTS, EXPENSES, DAMAGES OR OTHER LIABILITY THAT ENEM INCURS AS A DIRECT RESULT OF THE MISUSE OF THE WEBSITE, THE SOFTWARE, THE SERVICE AND/OR ANY OTHER MATERIALS EITHER BY YOU OR BY SOMEONE USING YOUR ACCOUNT. FOR THE PURPOSE OF THIS PARAGRAPH, "MISUSE" SHALL BE CONSTRUED AS INCLUDING (I) ANY USE OF THE WEBSITE, THE

SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS THAT IS IN BREACH OF THIS AGREEMENT (INCLUDING THE PRIVACY POLICY); AND/OR (II) ANY USE OF THE WEBSITE, THE SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS IN CONNECTION WITH WHICH ENEM IS REQUIRED TO DEFEND ITS OWN INTERESTS BEFORE A COURT, GOVERNMENT AGENCY, INDUSTRY REGULATOR, SELF-REGULATORY BODY OR SIMILAR MEMBERSHIP ORGANISATION, OR DISPUTE RESOLUTION BODY AND/OR INCURS ANY LOSSES, COSTS, EXPENSES, DAMAGES (OTHER LIABILITY IN CONNECTION WITH ANY THREATENED OR ACTUAL CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS

Limitation of Liability

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

WITHOUT LIMITING THE FOREGOING, SAVE IN THE CASE OF DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES OR WHERE WE HAVE ACTED FRAUDULENTLY, THE TOTAL AGGREGATE LIABILITY C ENEM, AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO ENEM FOR THE SOFTWARE OR SERVICES. I THE SOFTWARE AND SERVICES ARE PROVIDED WITHOUT CHARGE, THEN ENEM AI ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER.

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

THE SOFTWARE AND SERVICE ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATION OR ANY OTHI INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSON INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION, AND YOU AGREE THA ENEM WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE C THE SOFTWARE.

Miscellaneous Provisions

Your ability to use the Website, the Software and/or the Service will depend on your geographical location, and whether you have appropriate technical equipment, including connectivity and bandwidth, available to you to download software and use the Service properly, as well as other factors. [Please see our Help page at <http://www.synologybackup.com/faq> for further details. We recommend that you check, and you are responsible for checking, that you have all necessary equipment, internet connectivi and systems properly to download the Software and use the Website, the Software and/or th Service.

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

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

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

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

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

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

Contacting ENEM

Users with questions about this Agreement may contact ENEM via email: info@enem.nl