

END USER LICENCE AGREEMENT

licence for the use of software

The following document contains provisions of an agreement between YOU and "**Sinersio Polska Sp. z o.o. with seat in Poznaniu**" (further „Licensor”).

By making a decision to use this TotalBackup product you consent to be bound by the provisions of this agreement, that is, you gain rights and accept obligations described below. **If you do not agree with provisions of the agreement described below – do not continue the process of installation and do not use TotalBackup software.**

The software is licensed and not sold.

1. The license authorises you to use the software and the data security service located on the external servers of the Service Provider **for the specified amount of time** since the date of installation of the product, the length of which is dependant on the kind of licence, either purchased or provided free of charge. In case of free-of-charge licenses you acknowledge that Service Provider has a right to cease provision of Service for your benefit at any time without stating any reason. If after the lapse of such period you do not decide to **buy further licence** – you must download secured data under pain of losing it. Application TotalBackup will warn you of this necessity by showing the term in which the data collected by you will be automatically eliminated.
2. Banned is utilizing the Service in order to store illegal content.
3. **The Agreement does not transfer programme's copyright.** The Agreement authorises only payable usage of TotalBackup application in both subjective scope and time scope as defined here. OPERO Sp. z o. o. with seat in Gorzów Wielkopolski (further: OPERO) is entitled to financial copyrights on software constituting the OPERO application; those entitlements are subject to legal protection under Polish COPYRIGHT LAW, proper resolutions of the multinational conventions and the proper law of the state in which the OPERO application is being used. You may not copy the software and accompanying documentation for reasons other than indicated in this Agreement or Regulations on Service Provision, located on Service Provider web site at : www.totalbackup.me/regulamin.pdf.
4. You agree that you will not modify, alter, decompile, translate, sell, distribute, or transmit the Software or any part thereof or in any other way try to find the source of the TotalBackup application. Whatever legal copy prepared within boundaries of this license must include identical specifications and conditions pertaining to the COPYRIGHT to which the Service Provider is entitled to. You also agree not to infringe on rights to trademarks connected with TotalBackup application and enterprises of the Service Provider by using them only in accordance with provisions and accepted practice. You have no right to use trademarks of TotalBackup for reasons other than identification of the Licensor as the creator and the entity entitled to TotalBackup software to the extent of financial copyrights.
5. Cancellation of a contract pertaining payable Service provision occurs in particular as a result of passage of time for which the agreement has been concluded or as a result of termination of the agreement in a situation, when Licensee infringes on provisions of the agreement. All provisions of this Agreement relating to disclaimers of warranties, remedies or damages, limitation of liabilities, and Licensor's proprietary rights, survive termination - they will last despite termination of the agreement. Upon termination of this Agreement, all rights granted to you will terminate and revert to Licensor. Promptly upon termination of this Agreement, you shall delete all copies of the Software in your control, possession or custody.
6. You assume the risk associated with using the software. The software is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability and the entire risk as to the quality and performance of the software is with you. Licensor shall have no liability for any consequential, special, incidental, direct or indirect damages in any way (including damages for loss of business profits, business interruption, loss of information, or any other pecuniary or other loss without limitation) relating to the use of or inability to use the software, even if licensor has been advised of the possibility of such damages, or for any claim by a third party.
7. In the event that any of the terms of this Agreement are declared to be invalid or void by any court or tribunal of competent jurisdiction, such term shall be null and void and shall be deemed separated from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
8. This Agreement shall be exclusively governed by and interpreted in accordance z regulations of the Polish law.
9. Service Provider:
Sinersio Polska sp. z o.o.
ul. Bukowska 12
60-810 Poznań
POLSKA