

# SAFEPOTS CLOUD SOLUTION

## Terms

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You are responsible for keeping your passwords secure, and you agree not to disclose your passwords to any third party. You are solely responsible for any activity that occurs under your user names and accounts, including any sub-accounts. If you

lose your passwords or the encryption keys for your accounts, you may not be able to access your backup data. You must notify Safepots immediately of any unauthorized use of your accounts or any other security breach related to the Service. If Safepots determines that a security breach has occurred or is likely to occur, Safepots may suspend your accounts and require you to change your user names and passwords.

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## B. Governing Law and Jurisdiction

**1. United States and Canada:** If You are a resident of the United States or Canada, these TERMS are governed by the laws of the State of New Jersey in the United States without regard to its conflict of laws provisions. You agree to personal jurisdiction by and exclusive venue in the state and federal courts sitting in the State of New Jersey, with regard to any and all claims arising out of or relating to the Websites or these TERMS.

**2. Other Jurisdictions:** If You are a resident of a jurisdiction that is not located in the United States, Canada, these TERMS are governed by the laws of India without regard to its conflict of laws provisions. You agree to personal jurisdiction by and exclusive venue in the courts sitting in Delhi, India, with regard to any and all claims arising out of or relating to the Websites or these TERMS.

These Terms constitute the entire agreement between you and Safepots and completely replace any prior agreements between you and Safepots in relation to the Products. If any part of these Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. The failure of Safepots to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in these Terms, there will be no third-party beneficiaries to this agreement. You agree that any claim or cause of action related to these Terms or the use of the Products must be filed within one (1) year after the cause of action arose or be forever barred.

You may not assign or transfer any of your rights or obligations under these Terms to a third party without the prior written consent of Safepots. Safepots may freely assign this Agreement.

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