



# HelpMyCloud - WEBSITE TERMS OF USE

Last Modified: July 12, 2023

## A. This Site

Veritas Prime, LLC and its affiliates (individually and collectively, “we”, “our”, “us”, or “VP”) designed and maintain [www.helpmycloud.com](http://www.helpmycloud.com) (the “Site”) as a means of providing information regarding our company and various products and services that we sell or provide. As used on the Site, the terms “you” and “your” means any person who views, accesses, uses, or obtains information from the Site, who obtains information by monitoring activity to and from the Site or who makes a purchase on this Site.

## B. Acceptance of the Terms and Conditions

This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you may access and use the Site. This Site also contains various information in the form of reports, data, text and other materials about us, as well as third-party content that is licensed to us (collectively, the “Content”). By accessing and/or otherwise using this Site and its Content or by purchasing any products from us on this Site, you acknowledge that you have read, understood and agree to be legally bound by this Agreement.

Please read this Agreement carefully. We reserve the right to amend this Agreement at any time and from time to time by posting a revised Agreement on the Site. This Agreement was last revised on the date provided below. If you use the Site after an amended Agreement has been posted, you will be deemed to have agreed to such amended Agreement. You may want to periodically visit this page to view the most recent Agreement.

## C. Permitted Use of the Site; Restrictions

You will access and use the Site solely for your personal purposes. You will not post, publish, reproduce, transmit, distribute or otherwise view, use or exploit the Site or any Content in a manner that: (1) is inconsistent with this Agreement; (2) violates any federal, state or local law, rule, regulation or order, or (3) could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You acknowledge and agree that the Site and the Content includes subject matter that is owned by us or other third parties and is protected under copyright, trademark and other intellectual property laws. Unauthorized use of the Site or the Content may violate such intellectual property laws or other laws relating to privacy and publicity. The violation of such laws may give rise to civil and/or criminal penalties.

You agree that you will not interrupt or attempt to interrupt the operation of this Site in any way. You will not impersonate any person or entity, or misrepresent your affiliation with a person or entity, or misrepresent the origin of any information that you provide to us. You agree that your use of the Site will at all times be for a lawful purpose and you agree to comply with all applicable laws and regulations in your use of the Site. Possible evidence of use of this Site for illegal purposes may be provided to law enforcement authorities.



You will not transmit, distribute, introduce or otherwise make available in any manner through the Site any computer virus, keyloggers, spyware, worms, Trojan horses, timebombs or other malicious or harmful programming (collectively, “Viruses”). We do not have an obligation to detect the presence of such Viruses. If you download software or any other Content from the Site, you do so at your own risk.

You shall ensure that all equipment, hardware, software, products and/or sites you use to access, visit, or use the Site does not disturb or interfere with our operation of the Site, or impede or interfere with others’ access, visitation and/or use of the Site. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Site any equipment, hardware, software, product and/or Sites causing interference with us, our licensors, vendors, service providers, the Site or any Content.

You are solely responsible for all usage of, or activities on, the Site by you and by those you authorize or allow to use, or provide access to, the Site, for example, by authorizing or allowing access to your account/profile or any computer, mobile or other device on which the Site resides or is accessible.

You acknowledge that we have not reviewed and do not necessarily endorse the Content of sites, applications, destinations or sites linked to or accessible from this Site and are not responsible for the Content or actions of any other sites, applications, destinations or sites. Your linking to or accessing any other site, application, destination or site is at your sole risk.

You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations (including applicable import and export control laws, rules, and regulations of the United States and other countries) in accessing and using the Site, and will immediately notify us if you learn of or suspect a security breach or any illegal activity in connection with the Site. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Content that is provided by us, our licensors, vendors and/or providers, including without limitation photos, images, text, music, audio, videos, podcasts, trademarks, trade names, Site marks and other brand identifiers, the organization, design, compilation, and “look and feel” of the Site, and all advertising thereon, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark and other intellectual property laws, rules, and regulations, and is the property of us or our licensors, vendors and/or service providers.

#### **D. Intellectual Property Rights**

You acknowledge that this Site and various elements contained therein are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain our property or the property of our licensors. You agree to comply with all intellectual property laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. However, you may print a reasonable number of copies of the Content for your



personal use provided that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices.

## E. Copyrights/Trademarks

The trademarks, logos and service marks appearing on this Site, including, but not limited to, the trademarks: "HelpMyCloud" are trademarks and service marks of VP. Other company, product, and service names and logos used and displayed on this Site may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing on this Site should be construed as granting, by implication or otherwise, any license or right to use any of trademarks and service marks displayed on this Site, without our prior written permission in each instance.

The Content of this Site is protected by copyright law. All such Content is also copyrighted as a collective work under the copyright laws, and we own a copyright in the selection, coordination, arrangement, and enhancement of such Content.

## F. Copyright Complaints

If you believe this Site contains Content that infringes your copyright, please provide the information listed below to our designated agent (listed below) for claims of copyright infringement:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- A description of the information that you claim to be infringing and a description of where the material that you claim is infringing is located on the Site;
- A description of the copyrighted work that you claim has been infringed;
- Your full contact information, including address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

Our designated agent may be contacted as follows:

Website Manager Veritas Prime

75 Market Street, Suite 203 Portland, ME 04101

Email: [operations@veritasprime.com](mailto:operations@veritasprime.com)

## G. Restrictions.

You may not, nor may you allow others, to directly or indirectly, do any of the following for any reason:

- Access and/or use anyone else's account registration information, or access, visit and/or use the Site by use of anyone else's account/profile and/or account registration information;
- Authorize or permit anyone else to access and/or use your account registration information, or access, visit and/or use the Site by use of your account/profile and/or registration information or impersonate, imitate or pretend to be somebody else;
- Except as permitted by us, make any commercial, advertising, promotional, or marketing use of the Site and/or Content, including without limitation the photos, images, text, music, audio, videos, podcasts, trademarks, trade names, Site marks and other brand identifiers of us, our licensors, vendors, and/or service providers obtained on or through the Site, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement, us or the Site;
- Post, upload, transmit, send or otherwise make available on or through the Site any content that constitutes junk mail, spam, pyramid schemes, chain letters, phishing, advertising, and/or commercial offers,;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content you may post, upload, transmit, send, or otherwise make available on or through the Site;
- Use any bots, cheats, macros, scripts, or any form of auto-responder, or use any other automated process,;
- Copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content;
- Engage in personal attacks, use any language that is, or post, upload, transmit, send or otherwise make available on or through the site
- Any content about an individual that is, abusive, intimidating, bullying, harassing, hateful, violent, or that victimizes, degrades, defiles or disparages an individual, on or through the use any language that is, or post, upload, transmit, send or otherwise make available on or through the Site any content about a group that is, hateful, violent, or that victimizes, degrades, defiles or disparages any group based on race, gender, religion, national origin, disability, sexual orientation, or age, or otherwise engage in what we deem to be racism, sexism, ageism, religious intolerance, bigotry, ethnic slurs, or homophobia;
- Use any language, or post, upload, transmit, send or otherwise make available on or through the Site any content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, or promote activities that incite violence, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, provincial, national, international, or foreign law, rule or regulation, including without limitation defamation, child pornography, fraud, or invasion of privacy;

- Use any language that is, or post, upload, transmit, send or otherwise make available on or through the Site any content that is pornographic, obscene, sexually explicit, perverse, illicit, indecent, lewd, or lascivious;
- Use any language, or post, upload, transmit, send or otherwise make available on or through the Site any content that we deem to be offensive, immoral, vulgar, crude, harmful, violent, deceptive, or otherwise inappropriate;
- Post, upload, transmit, send or otherwise make available on or through the Site any content that you are bound to not disclose, by agreement, contract, fiduciary duty, employment relationship, or otherwise, such as insider information, proprietary and/or confidential information, or trade secrets;
- Post, upload, transmit, send or otherwise make available on or through the Site any content that infringes, violates, or breaches the copyright, trademark, trade secret or any other personal or proprietary right of us, our licensors, vendors, other users, and/or any third party;
- Copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Site, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content;
- Copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, or use any Content obtained on or through the Site, in whole or in part, except as permitted by law; or
- Reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of the Site, in whole or in part.

## H. Feedback and Submissions.

Unless we specifically provide otherwise, all feedback or submissions of any kind that you submit to this Site (the “Contributions”) are hereby received on a non-confidential basis and shall, to the fullest extent permissible under applicable law, become our property. To the extent that applicable law does not provide us with an ownership interest in any Contributions, you agree that by providing us with the Contributions you are granting us any of our affiliated companies and sublicensees a perpetual, royalty-free, irrevocable worldwide license to use, transmit, copy, reproduce, distribute, publicly display or perform, and to prepare derivative works based upon the Contributions. By submitting or otherwise making the Contributions available to us, you represent and warrant that you own or control all rights in such Contributions necessary to post, upload, input, submit or otherwise make them available to us, and to provide us with either ownership or licensed rights under this section of the Agreement. You understand that your Contributions will not be confidential and that no compensation will be paid to you with respect to your Contributions. Despite the rights granted to us herein, we are under no obligation to in any way use, post, or otherwise make such Contributions available.



## I. Links to Other Websites

This Site may periodically provide links to third-party websites (“Third-Party Sites”). This Agreement governs only this Site and not any Third-Party Sites. Our decision to link to a Third-Party Site is not an endorsement of the content, products or services in the Third-Party Site. We do not control these Third-Party Sites and expressly disclaims any responsibility for the content, the accuracy of the information and any products or services available on the Third-Party Sites. We have not investigated or monitored the Third Party Sites for accuracy or completeness. The Third Party Sites may have different privacy policies and security standards than our Site. We are not responsible if any terms shown on our Site differ from those shown on the Third-Party Sites. If you decide to access linked Third-Party Sites, you do so at your own risk.

## J. Privacy Policy

Our Privacy Policy

[<https://www.helpmycloud.com/wp-content/uploads/2023/06/Privacy-Policy-HelpMyCloud.pdf>] hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Site or received directly from you.

## K. Security

We protect your privacy related to this Site. We maintain appropriate administrative and technical controls to safeguard the security and privacy of your personal information.

## L. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NONE OF VP, ITS AFFILIATES, SUBSIDIARIES OR ITS OR THEIR OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “VP PARTIES”) GUARANTEES THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, SUITABILITY OR USEFULNESS OF ANY PORTION OF THE SITE. NONE OF THE VP PARTIES WARRANT THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SPECIFIC INFORMATION THAT IS REQUESTED WILL BE PROVIDED OR THAT THIS SITE OR ITS SERVER ARE OR WILL BE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SITE AND THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

NONE OF THE VP PARTIES MAKES ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SITE, CONTENT AND PRODUCTS INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR DATA.



## **M. Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL ANY OF THE VP PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THIS SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS SITE. IN NO EVENT SHALL ANY OF THE VP PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SITE, THE CONTENT OR THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS THE VP PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE.

## **N. Governing Law**

Disputes This Agreement and all matters relating to your access to, or use of this Site shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without giving effect to conflict of law principles. We make no representation that the Content on our Site is appropriate, legal or available for use in other locations. Those who choose to access this Site from other locations do so at their own initiative and are responsible for compliance with applicable local laws.

Any legal action or proceeding relating to this Agreement or your access to or use of this Site shall be instituted in a state or federal court in the State of Delaware. You agree to submit to the jurisdiction of, and agree that the venue is proper in these courts. You agree to make the VP Parties whole for any and all claims, losses, liabilities, and expenses (including attorneys' fees) arising from your use of the Site or any violation of this Agreement.

## **O. Language**

If we have provided you with a translation of the English language version of this Agreement, then you agree that the translation is provided for your convenience only and that the English language versions of the Agreement will govern your relationship with VP. If there is any contradiction between what the English language version of the Agreement says and what a translation says, then the English language version shall take precedence.

## **P. Minors**

If you allow your minor child or a child for whom you are a legal guardian (a "Minor") to access the Site, you will be solely responsible for (i) the online conduct of such Minor, (ii) monitoring such minor's access to and use of the Site, and (iii) the consequences of any use of the Site by such Minor.

We do not intend to solicit information or to market any products or services to children through this Site. Pursuant to 47 U.S.C. § 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material and information that is harmful to Minors.



## Q. Miscellaneous

In the event that any portion of this Agreement is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. The sections of this Agreement entitled Intellectual Property Rights, Disclaimer of Warranties, Limitation of Liability, Governing Law; Disputes and Miscellaneous shall survive the termination of this Agreement. This Agreement contains the entire agreement of the parties concerning your use of this Site and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. We reserve the right to change, suspend, or discontinue all or any part of this Site or the Content at any time without prior notice or liability. You expressly absolve and release the VP Parties from any claim of harm resulting from a cause beyond their control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorist activities or governmental restrictions. You may not assign this Agreement. No waiver shall be effective unless in writing. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of this Agreement. You expressly agree not to export or re-export any of the Content to countries or persons prohibited under the export control laws of the United States.