



29A King Edward Rd

Willows

Bloemfontein

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Email Address: info@iclix.co.za

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End User License Agreement

ICLIX (Pty) Ltd License and Service Agreement

This agreement (the "Agreement") is a legal agreement between you, either an individual or a single legal entity ("You" or "you"), and ICLIX (Pty) Ltd ("ICLIX"). This Agreement governs your use of the Cloud Backup software distributed with this Agreement, including any updates that may be provided to you and any accompanying written documentation (the "Software") and the ICLIX backup service ("Service").

Privacy and Communications

You acknowledge and agree that ICLIX may occasionally send you administrative communications regarding your account or the Service via email.

This policy covers how we use your personal information. We take your privacy seriously and will take all measures to protect your personal information.

Any personal information received will only be used to fill your order. We will not sell or redistribute your information to anyone.

Refund Policy

If you are not 100% satisfied with your purchase, within 30 days from the purchase date, we will fully refund the cost of your order.

Reseller Administrative Privileges

If you have purchased the Service through a ICLIX reseller or a reseller appointed by an authorized ICLIX partner ("Reseller"), you acknowledge and agree that such Reseller may be granted certain administrative privileges related to your account, including the ability to restore and view your data. You hereby agree that any such Reseller is your agent for purposes of account administration, and you agree to defend, indemnify and hold ICLIX harmless from any



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and all acts and omissions of such Reseller, including the corruption, loss or disclosure of your data.

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.

Acceptable Use and Conduct

You are solely responsible for your conduct and your data related to the Service. You agree to indemnify, defend, and hold harmless ICLIX and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Service, or your violation of these terms. The Software and Service are made available to you, your company, and/or your customers only for personal or commercial use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. Any unauthorized use of any ICLIX computer system is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

Consent to Collect Non-Personal Information; Use of Data

The Software and Service may collect certain non-personally identifiable information that resides on your computer, including, without limitation, statistics relating to how often backups are started and completed, performance metrics relating to the Software, and configuration settings. This information will be sent to ICLIX and may be used by ICLIX without restriction.

When you back up data via the Service, you agree that we and our service providers may copy and store such data as part of the Service.

Changes to the Service and Terms and Conditions

ICLIX 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 Soteria.com website. However, in no event will ICLIX be



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ICLIX 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 Soteria.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.

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This agreement will be governed by and construed in accordance with the laws of the State of Washington, 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 ICLIX 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, which incorporates the ICLIX Privacy Policy, 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 ICLIX.

All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts serving Seattle, Washington, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit



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ICLIX 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 ICLIX. ICLIX may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.

Contacting ICLIX Corporation

Users with questions about this Agreement or the Privacy Policy may contact ICLIX via email: info@iclix.co.za