

## **Terms of Service**

Thanks for using SqlBak ("Services"). The Services are provided by PRANAS.NET, CORP. ("Pranas.NET"), located at 33 Mandon Ter, Hawthorne, NJ 07506, United States.

By using our Services, you are agreeing to these terms.

## **Products and Services**

SqlBak is a service to perform database backups, monitor server availability, backups results, server health and more in your control panel on sqlbak.com.

## **Prices, payments and refunds**

1. Our prices and billing details are explained at <https://sqlbak.com/price>.
2. We may change our prices any time.
3. A valid credit card is required for paying accounts.
4. The Service is billed after it was provided, usually monthly.
5. No refunds will be given as all payment are collected after the Service was provided.
6. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

## **Account Terms**

1. You must be 18 years or older to use this Service.
2. You are responsible for maintaining the confidentiality of your SqlBak password and account.
3. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access under your account).
4. You must not misrepresent yourself or take on the identity of someone else while using this service.
5. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

## **Data Protection and Privacy**

Our Privacy policy is available at <https://sqlbak.com/privacy>. It explains what personal information is collected and how it is used and protected by Pranas.NET. By using our Service you agree to the collection, use and protection as specified in the privacy policy.

## **Copyright and Content Ownership**

1. You understand that the Service is a Software as a Service (SaaS) which contains software proprietary to Pranas.NET and/or to third parties ("Third Party Suppliers") and licensed to Pranas.NET. Pranas.NET retains full title and ownership to the Service, related content, trademarks, copyrights and all other intellectual property rights therein.

Your receipt of the Service does not constitute a sale of the Pranas.NET Software in any form.

2. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service.
3. You may not reverse engineer or reuse source code that is in public view. This includes any and all javascript. The code is copyright Pranas.NET.
4. The look and feel of the Service is copyright protected. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements.
5. You agree not to reproduce, duplicate, copy, sell, resell, rent, lease, lend, sell, redistribute, sublease or exploit any portion of the Service, use of the Service, computer code that powers the Service, or access to the Service.
6. All content posted by you on the Service must comply with U.S. copyright law.
7. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
8. We do not pre-screen Content, but we assume the right (but not the obligation) at our sole discretion to refuse or remove any Content that is available via the Service.

#### **No warranties**

We do our best to keep our customers happy. However legally the Service is provided "as is" and "as available" with all its faults. Pranas.NET makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Pranas.NET does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the Service.

#### **Modifying and Terminating our Services**

1. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop the Services altogether.
2. You can stop using our Services at any time.
3. We may also stop providing Services to you, or add or create new limits to our Services at any time.
4. We may change our prices any time.
5. We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

#### **Limitation of liability, Indemnification, Severability, Governing Law**

Pranas.NET, its' suppliers, distributors, officers, directors and employees, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary or punitive damages - anything arising out of or in any way connected

with your use of the Service. The total liability of Pranas.NET its' suppliers, distributors, officers, directors and employees for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Service.

You hereby agree to indemnify and hold harmless Pranas.NET, its successors and/or assigns, as their interests may appear, against all liabilities, costs and expenses arising from any dispute, legal action or demand, related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

These terms and conditions are governed by and construed in accordance with the laws of the State of New Jersey, USA and you irrevocably submit to the exclusive jurisdiction of the courts located in Bergen County, New Jersey, USA for the resolution of any disputes.

### **General Conditions**

1. You understand that Pranas.NET uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
2. We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
3. The failure of Pranas.NET to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.
4. The Terms of Service constitutes the entire agreement between you and Pranas.NET and govern your use of the Service, superseding any prior agreements between you and Pranas.NET (including, but not limited to, any prior versions of the Terms of Service).
5. We will update this terms from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://sqlbak.com/terms>.
6. For information about how to contact us, please visit our contact page at <https://sqlbak.com/contact>.